



Department of
Environmental
Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification(s) requested:

<input type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	<p>a. A copy of the recorded deed must be provided. Is this attached? Yes <input checked="" type="radio"/> No <input type="radio"/></p> <p>b. <input checked="" type="checkbox"/> Change in ownership <input type="checkbox"/> Additional owner (such as a beneficial owner)</p> <p>c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? Yes <input checked="" type="radio"/> No <input type="radio"/> Submitted on: _____</p>
<input type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:

Current volunteer IUV Phase I Owner, LLC has an amended name of IUV Phase 1 Owner, LLC. See the Delaware and New York Certificates of Amendment attached as Exhibit A. Current volunteer IUV Phase 1 LIHTC Owner LLC has an amended name of IUV Phase 1 LIHTC Owner, LLC. See the Certificate of Amendment attached as Exhibit B. On 3/27/2024, Christian Cultural Center, Inc. transferred fee title of the BCP Site to Urban Living Alternatives, LLC, by deed recorded 4/1/2024. See Deed attached as Exhibit C. Immediately, thereafter, Urban Living Alternatives, LLC transferred title of the BCP Site to IUV Phase 1A Housing Development Fund Corporation as nominee for renamed volunteers IUV Phase 1 Owner, LLC and IUV Phase 1 LIHTC Owner, LLC. See the Deed attached as Exhibit D. Also on 4/1/2024, a Declaration of Interest and Nominee Agreement between IUV Phase 1A Housing Development Fund Corporation, IUV Phase 1 Owner, LLC and IUV Phase 1 LIHTC Owner, LLC was recorded. See the Agreement attached as Exhibit E. Therefore, IUV Phase 1A Housing Development Fund Corporation is the title owner of the Site and current renamed Volunteers, IUV Phase 1 Owner, LLC and IUV Phase 1 LIHTC Owner, LLC are the beneficial owners of the Site. In addition, an Application has been submitted to the City of New York to apply approximately 22 new addresses to the various planned structures on the site. However, the the overall property has been provided by the City Department of Buildings an address of 30 Inspiration Lane. See the Application for Street Numbers Attached as Exhibit F. Therefore, the Site address should now be known as 30 Inspiration Lane (f/k/a 12096 Flatlands Avenue and N/A Flatlands Avenue).

SECTION I: CURRENT AGREEMENT INFORMATION*This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: 12096 Flatlands Avenue	BCP SITE CODE: C224290
NAME OF CURRENT APPLICANT(S): Innovative Urban Living, LLC, & renamed IUV Phase 1 Owner, LLC and IUV Phase 1 LIHTC Owner, LLC	
INDEX NUMBER OF AGREEMENT: C224290-04-19	DATE OF ORIGINAL AGREEMENT: 05/31/2019

SECTION II: NEW REQUESTOR INFORMATION*Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME:				
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR CONTACT:				
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR'S CONSULTANT:		CONTACT:		
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR'S ATTORNEY:		CONTACT:		
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
			Y	N
1. Is the requestor authorized to conduct business in New York State?			<input type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?			<input type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?			<input type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			N/A <input type="radio"/>	<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants:				

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is:		<input type="checkbox"/> Existing Applicant	<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Non-Applicant
OWNER'S NAME: IUUV Phase 1A Housing Development Fund Corporation, Title Owner			CONTACT: Jim Halek	
ADDRESS: c/o Christian Cultural Center, Inc., 12020 Flatlands Avenue				
CITY/TOWN: Brooklyn, New York			ZIP CODE: 11207	
PHONE: (718) 306-1000		EMAIL: jhalek@integritydevelopment.com		
OPERATOR:			CONTACT:	
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:		EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION*Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input type="radio"/>
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	<input type="radio"/>	<input type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input type="radio"/>

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is: <input checked="" type="checkbox"/> Existing Applicant <input type="checkbox"/> New Applicant <input type="checkbox"/> Non-Applicant	
OWNER'S NAME: IUUV Phase 1 LIHTC Owner, LLC, Beneficial Owner	CONTACT: Simeon Maleh
ADDRESS: c/o Gotham Organization, 432 Park Avenue South, 2nd Floor	
CITY/TOWN: New York, New York	ZIP CODE: 10016
PHONE: (212) 599-0520	EMAIL: smaleh@gothamorg.com
OPERATOR:	CONTACT:
ADDRESS:	
CITY/TOWN:	ZIP CODE:
PHONE:	EMAIL:

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION*Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input type="radio"/>
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	<input type="radio"/>	<input type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input type="radio"/>

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is: <input checked="" type="checkbox"/> Existing Applicant <input type="checkbox"/> New Applicant <input type="checkbox"/> Non-Applicant	
OWNER'S NAME: IUUV Phase 1 Owner, LLC, Beneficial Owner	CONTACT: Simeon Maleh
ADDRESS: c/o Gotham Organization, 432 Park Avenue South, 2nd Floor	
CITY/TOWN: New York, New York	ZIP CODE: 10016
PHONE: (212) 599-0520	EMAIL: smaleh@gothamorg.com
OPERATOR:	CONTACT:
ADDRESS:	
CITY/TOWN:	ZIP CODE:
PHONE:	EMAIL:

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION*Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input type="radio"/>
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	<input type="radio"/>	<input type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?		<input type="radio"/>	<input type="radio"/>
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?		<input type="radio"/>	<input type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?		<input type="radio"/>	<input type="radio"/>
12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="checkbox"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.		<input type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.	
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?		N/A <input type="radio"/>	Y <input type="radio"/> N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?		N/A <input type="radio"/>	Y <input type="radio"/> N <input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS: 12096 Flatlands Avenue

CITY/TOWN Brooklyn, New York

ZIP CODE: 11207

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE: 1.572

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

12096 Flatlands Avenue

Brooklyn

4434

10

1.572

2. Requested change (check appropriate boxes below):

☐

a. Addition of property (may require additional citizen participation depending on the nature of the expansion – see instructions)

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

☒

c. Change to SBL (e.g., lot merge, subdivision, address change)

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

30 Inspiration Lane (f/k/a 12096 Flatlands Avenue and N/A Flatlands Avenue)

Brooklyn

4434

10

1.572

3. TOTAL REVISED SITE ACREAGE: 1.572

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?

Y

☒

N

☐

**APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT
QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below?	<input type="radio"/>	<input type="radio"/>
<p>From ECL 27-1405(31):</p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>		
5. Is the project and affordable housing project as defined below?	<input type="radio"/>	<input type="radio"/>
<p>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.</p>		

APPLICATION SUPPLEMENT FOR NYC SITES (continued)	Y	N
<p>6. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: 12096 Flatlands Avenue

BCP SITE CODE: C224290

NAME OF CURRENT APPLICANT(S): Innovative Urban Living, LLC, & renamed IUV Phase 1 Owner, LLC and IUV Phase 1 LIHTC Owner, LLC

INDEX NUMBER OF AGREEMENT: C224290-04-19

DATE OF ORIGINAL AGREEMENT 05/31/2019

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am _____ (title) of _____ (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

GO UCL LLC, Managing Member of

I hereby affirm that I am Authorized Representative (title) of Innovative Urban Living, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. David L. Pickett's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: MAY 15, 2024 Signature: _____Print Name: David L. Pickett

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐ PARTICIPANT

A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.

☒ VOLUNTEER

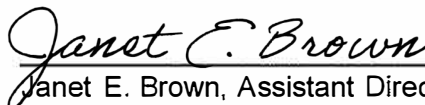
A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 05/31/2019

Signature by the Department:

DATED: 6/21/24NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Janet E. Brown, Assistant Director
Division of Environmental Remediation

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Representative (title) of IUV Phase 1 LIHTC Owner, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. David L. Pickett's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: MAY 15, 2024 Signature: _____Print Name: David L. Pickett

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐ PARTICIPANT

A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.

☒ VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 05/31/2019

Signature by the Department:

DATED: 6/21/24NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Janet E. BrownJanet E. Brown, Assistant Director
Division of Environmental Remediation

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Representative (title) of IUV Phase 1 Owner, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. David L. Picket's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: MAY 15, 2024 Signature: _____Print Name: David L. Picket

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
--	--

Effective Date of the Original Agreement: 05/31/2019

Signature by the Department:

DATED: 6/21/24NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Janet E. Brown
Janet E. Brown, Assistant Director

Division of Environmental Remediation

EXHIBIT A

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "IUV PHASE I OWNER, LLC", CHANGING ITS NAME FROM "IUV PHASE I OWNER, LLC" TO "IUV PHASE 1 OWNER, LLC", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF JANUARY, A.D. 2024, AT 1:24 O`CLOCK P.M.


Jeffrey W. Bullock, Secretary of State

6268205 8100
SR# 20240129969

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202642296
Date: 01-23-24

STATE OF DELAWARE CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: IUV Phase I Owner, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is IUV
Phase 1 Owner, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 5th day of January, A.D. 2024.

By: 

Authorized Person(s)

Name: David L. Pickett

Print or Type

UNI-37

CERTIFICATE OF AMENDMENT

OF

IUV PHASE I OWNER, LLC

Under and Pursuant to Section 804 of the Limited Liability Company Law
of the State of New York

Hirschen, Singer & Epstein LLP
902 Broadway, 13th Floor
New York, NY 10010

Customer Reference # IUVPH88093

DRAWDOWN

CERTIFICATE OF AMENDMENT

OF

IUV PHASE I OWNER, LLC

**Under and Pursuant to Section 804 of the Limited Liability Company Law
of the State of New York**

The undersigned being the authorized person of IUV PHASE I OWNER, LLC does hereby certify:

FIRST: The name of the limited liability company is:

IUV PHASE I OWNER, LLC

SECOND: The limited liability company was organized under the laws of the State of Delaware.

THIRD: The limited liability company was authorized to do business in the State of New York on the 7th day of December, 2022.

FOURTH: That the amendment to the Application for Authority effected by this Certificate is as follows:

Paragraph FIRST of the Application for Authority, relating to the name of the limited liability company, is hereby by amended to read as follows:

“FIRST: the name of the limited liability company is

IUV PHASE 1 OWNER, LLC”

FIFTH: The change of name has been effected under the laws of the jurisdiction of its formation on January 24, 2024.

IN WITNESS WHEREOF, I hereunto sign my name this twenty-fourth day of January, 2024.

S/DAVID L. PICKET

David L. Picket, Authorized Person

EXHIBIT B

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF "IUV PHASE 1 LIHTC
OWNER LLC", CHANGING ITS NAME FROM "IUV PHASE 1 LIHTC OWNER
LLC" TO "IUV PHASE 1 LIHTC OWNER, LLC", FILED IN THIS OFFICE ON
THE TWELFTH DAY OF MARCH, A.D. 2024, AT 8:13 O`CLOCK A.M.*



Jeffrey W. Bullock, Secretary of State

7129938 8100
SR# 20240962052

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202996611
Date: 03-12-24

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF FORMATION

The undersigned authorized person, desiring to amend the limited liability company formation pursuant to Section 18-202 of the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is IUV PHASE 1 LIHTC OWNER LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

1. The name of the limited liability company is IUV Phase 1 LIHTC Owner, LLC

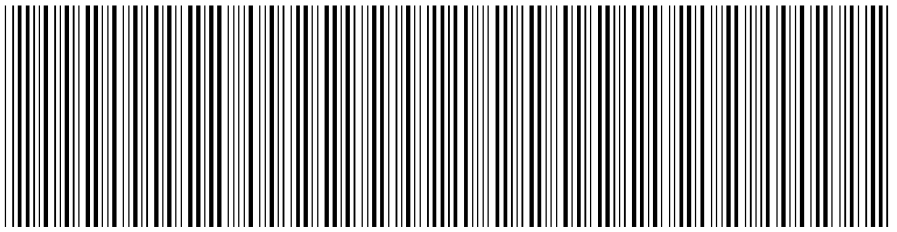
By: /s/ Wendell Ramsey
Authorized Person

Name: Wendell Ramsey
Print or Type

EXHIBIT C

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2024032701176004001EFDD1

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 6

Document ID: 2024032701176004

Document Date: 03-27-2024

Preparation Date: 03-29-2024

Document Type: DEED

Document Page Count: 5

PRESENTER:

FIRST AMERICAN TITLE INSURANCE CO. NCS
666 THIRD AVENUE
1E8WNY01
NEW YORK, NY 10017
212-850-0644
JGAMBOA@FIRSTAM.COM

RETURN TO:

HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	4434	10	Entire Lot	N/A FLATLANDS AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

CHRISTIAN CULTURAL CENTER, INC.
12020 FLATLANDS AVENUE
BROOKLYN, NY 11207

GRANTEE/BUYER:

URBAN LIVING ALTERNATIVES, LLC
C/O CHRISTIAN CULTURAL CENTER, INC., 12020
FLATLANDS AVENUE
BROOKLYN, NY 11207

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 62.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

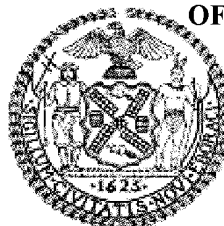
RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 04-01-2024 14:32

City Register File No.(CRFN):

2024000081338



Colette McChia-Jacques

City Register Official Signature

BARGAIN AND SALE DEED

WITHOUT COVENANT AGAINST GRANTOR'S ACTS

CHRISTIAN CULTURAL CENTER, INC. a New York not-for-profit corporation,

TO

URBAN LIVING ALTERNATIVES, LLC,
a New York limited liability company

ADDRESS: 30 Inspiration Lane (aka 12096 Flatlands Avenue)
Brooklyn, New York

BLOCK: 4434

LOT: 10 (f/k/a Block 4434 old Lot 1 f/k/a Block 4434 Lots 1 and
21 and Block 4433 p/o Lot 50)

COUNTY: Kings

RETURN BY MAIL TO:

Hirschen Singer & Epstein, LLP
902 Broadway, 13th Floor
New York, New York 10010
Attention: Russell A. Kivler, Esq.

**First American Title
Insurance Company**
666 Third Avenue 5th fl
New York, N.Y. 10017
Phone: (212) 922-9700
Fax: (212) 922-0881

**BARGAIN AND SALE DEED WITHOUT COVENANT AGAINST GRANTOR'S
ACTS THIS INDENTURE**, made as of this 27th day of March, 2024

AMONG CHRISTIAN CULTURAL CENTER, INC. a New York not-for-profit corporation, with offices at 12020 Flatlands Avenue, Brooklyn, New York 11207, (the "Grantor"), and **URBAN LIVING ALTERNATIVES, LLC**, a New York limited liability company, with offices c/o Christian Cultural Center, Inc., with offices at 12020 Flatlands Avenue, Brooklyn, New York 11207, party of the second part ("Grantee"),

WITNESSETH, that the Grantor, in consideration of ten dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City, County and State of New York, more commonly known as 30 Inspiration Lane, Brooklyn, New York and more particularly described on Exhibit A attached hereto and hereby made part hereof.

BEING part of the premises conveyed to Grantor by (i) that certain Indenture recorded on 07/03/2003, as CRFN 2003000210219; and (ii) that certain Indenture recorded 05/09/2007, as CRFN 2007000243812; and (iii) that certain confirmatory deed recorded 05/09/2007 as CRFN 2007000243813;

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above described premises to the center lines thereof;

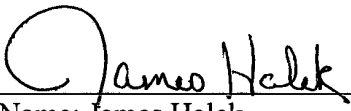
TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

**CHRISTIAN CULTURAL CENTER,
INC.**

By: 
Name: James Halek
Title: Treasurer

STATE OF TEXAS)
) ss.:
COUNTY OF Denton)

On the 15 day of March in the year 2024 before me, the undersigned, a Notary Public personally appeared **JAMES HALEK** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his capacity(ies), and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Denton of Texas.

Nellie Naek
Signature and Office of individual
taking acknowledgment

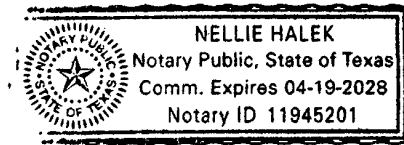


Exhibit A

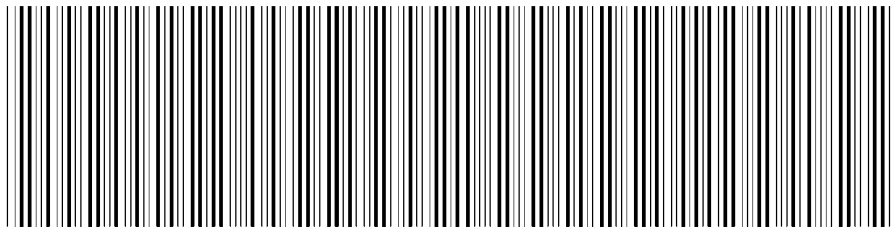
Legal Description

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF FLATLANDS AVENUE AND THE WESTERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, THENCE RUNNING THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTHERLY, ALONG THE WESTERLY SIDE OF PENNSYLVANIA AVENUE, A DISTANCE OF 290.91 FEET TO A POINT, THENCE;
- 2) WESTERLY, AT RIGHT ANGLES WITH THE PREVIOUS COURSE, A DISTANCE OF 235.32 FEET TO A POINT, THENCE;
- 3) NORTHERLY, AT RIGHT ANGLES WITH THE PREVIOUS COURSE, A DISTANCE OF 290.91 FEET TO A POINT ON THE SOUTHERLY SIDE OF FLATLANDS AVENUE, THENCE;
- 4) EASTERLY, AT RIGHT ANGLES WITH THE PREVIOUS COURSE, ALONG THE SOUTHERLY SIDE OF FLATLANDS AVENUE A DISTANCE OF 235.32 FEET TO THE POINT OR PLACE OF BEGINNING.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024032701176004001S3350

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2024032701176004 Document Date: 03-27-2024 Preparation Date: 03-29-2024
Document Type: DEED

ASSOCIATED TAX FORM ID: 2024031500290

SUPPORTING DOCUMENTS SUBMITTED:

Page Count
4

RP - 5217 REAL PROPERTY TRANSFER REPORT

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location N/A FLATLANDS AVENUE BROOKLYN 11207
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name URBAN LIVING ALTERNATIVES, LLC
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 LAST NAME / COMPANY FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size FRONT FEET ☒ X DEPTH OR ACRES

6. Seller Name CHRISTIAN CULTURAL CENTER, INC.
 LAST NAME / COMPANY FIRST NAME

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 3 / 27 / 2024
 Month Day Year

11. Date of Sale / Transfer 3 / 27 / 2024
 Month Day Year

12. Full Sale Price \$ 0
 (Full Sale Price is the total amount paid for the property including personal property.
 This payment may be in the form of cash, other property or goods, or the assumption of
 mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class V 0 16. Total Assessed Value (of all parcels in transfer) 3 4 7 8 2 8

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
 BROOKLYN 4434 10

202403150029020104

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE <i>See Attached</i>		DATE	LAST NAME	FIRST NAME
12020 FLATLANDS AVENUE				
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
BROOKLYN				
CITY OR TOWN	STATE NY	ZIP CODE 11207	SELLER	
			<i>See Attached</i>	
			SELLER SIGNATURE	DATE

2024031500290201

SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

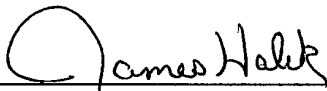
CERTIFICATION

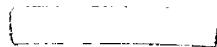
I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

GRANTOR:

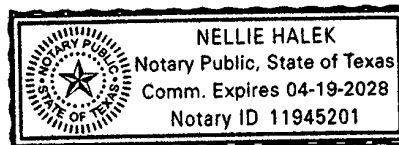
CHRISTIAN CULTURAL CENTER, INC.,
a New York not-for-profit corporation

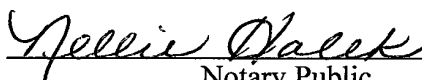
TAX IDENTIFICATION
NUMBER:

By: 
Name: James Halek
Title: Treasurer



Sworn to and subscribed to before me on
this 15 day of March, 2024




Notary Public

SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

CERTIFICATION

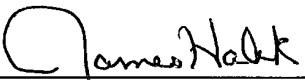
I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

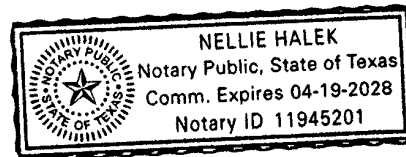
GRANTEE:

URBAN LIVING ALTERNATIVES, LLC,
a New York limited liability company

TAX IDENTIFICATION
NUMBER:

By: CHRISTIAN CULTURAL CENTER,
INC., a New York not-for-profit
corporation, and its sole member

By: 
Name: James Halek
Title: Treasurer



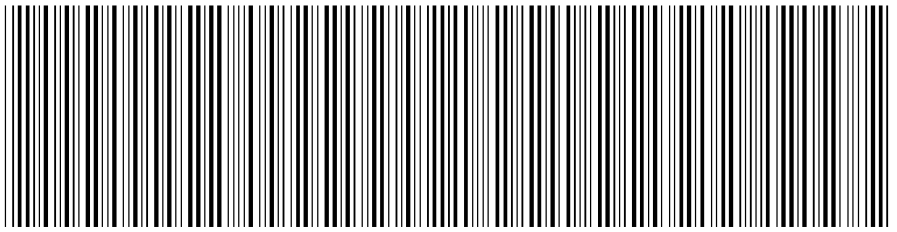
Sworn to and subscribed to before me on
this 15 day of March, 2024


Notary Public

EXHIBIT D

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2024032701176005001E3DEC

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 8

Document ID: 2024032701176005

Document Date: 03-27-2024

Preparation Date: 03-29-2024

Document Type: DEED

Document Page Count: 6

PRESENTER:

FIRST AMERICAN TITLE INSURANCE CO. NCS
666 THIRD AVENUE
1E8WNY01
NEW YORK, NY 10017
212-850-0644
JGAMBOA@FIRSTAM.COM

RETURN TO:

HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	4434	10	Entire Lot	N/A FLATLANDS AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

URBAN LIVING ALTERNATIVES, LLC
12020 FLATLANDS AVENUE
BROOKLYN, NY 11207

GRANTEE/BUYER:

IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION
C/O: CHRISTIAN CULTURAL CENTER, INC., 12020 FLATLANDS AVENUE
BROOKLYN, NY 11207

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 67.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 90,584.00

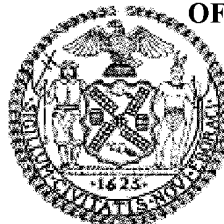
RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 04-01-2024 14:32

City Register File No.(CRFN):

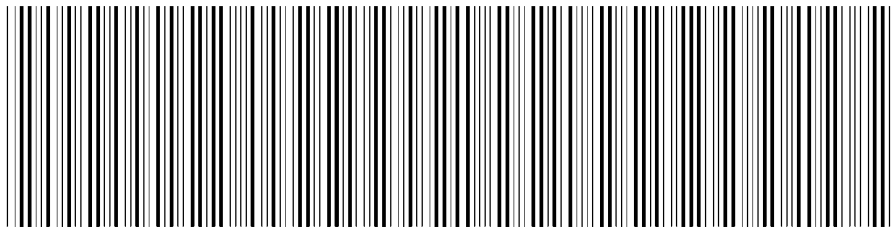
2024000081339



Colette N. Chiu-Jacques

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024032701176005001C3F6C

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 8

Document ID: 2024032701176005 Document Date: 03-27-2024 Preparation Date: 03-29-2024
Document Type: DEED

PARTIES

GRANTEE/BUYER: IUV PHASE 1 OWNER, LLC C/O GOTHAN ORGANIZATION, INC., 432 PARK AVENUE SOUTH, 2ND FLOOR NEW YORK, NY 10016	GRANTEE/BUYER: IUV PHASE 1 LIHTC OWNER, LLC C/O GOTHAN ORGANIZATION, INC., 432 PARK AVENUE SOUTH, 2ND FLOOR NEW YORK, NY 10016
---	---

BARGAIN AND SALE DEED

WITHOUT COVENANT AGAINST GRANTOR'S ACTS

URBAN LIVING ALTERNATIVES, LLC,
a New York limited liability company

TO

**IUV PHASE 1A HOUSING DEVELOPMENT FUND
CORPORATION** a New York not-for-profit corporation, as nominee for
(i) **IUV PHASE 1 OWNER, LLC** and (ii) **IUV PHASE 1 LIHTC
OWNER, LLC**, each a New York limited liability company

ADDRESS: 30 Inspiration Lane (aka 12096 Flatlands Avenue)
Brooklyn, New York

BLOCK: 4434

LOT: 10 (f/k/a Block 4434 old Lot 1 f/k/a Block 4434 Lots 1 and
21 and Block 4433 p/o Lot 50)

COUNTY: Kings

RETURN BY MAIL TO:

Hirschen Singer & Epstein, LLP
902 Broadway, 13th Floor
New York, New York 10010
Attention: Russell A. Kivler, Esq.

**First American Title
Insurance Company**
666 Third Avenue 5th fl
New York, N.Y. 10017
Phone: (212) 922-9700
Fax: (212) 922-0881

**BARGAIN AND SALE DEED WITHOUT COVENANT AGAINST GRANTOR'S
ACTS THIS INDENTURE, made as of this 27th day of March, 2024**

AMONG URBAN LIVING ALTERNATIVES, LLC, a New York limited liability company, with offices at 12020 Flatlands Avenue, Brooklyn, New York 11207 ("**Grantor**"), and **IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION** a New York not-for-profit corporation, with offices c/o Christian Cultural Center, Inc., with offices at 12020 Flatlands Avenue, Brooklyn, New York 11207, ("**Grantee**"), as nominee for (i) **IUV PHASE 1 OWNER, LLC**, a New York limited liability company with an office at c/o Gotham Organization, Inc., 432 Park Avenue South, Second Floor, New York, NY 10016, and (ii) **IUV PHASE 1 LIHTC OWNER, LLC**, a New York limited liability company with an office at c/o Gotham Organization, Inc., 432 Park Avenue South, Second Floor, New York, NY 10016.

WITNESSETH, that the Grantor, in consideration of ten dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs, beneficiaries or successors and assigns of the Grantee forever;

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City, County and State of New York, more commonly known as 30 Inspiration Lane, Brooklyn, New York and more particularly described on **Exhibit A** attached hereto and hereby made part hereof;

BEING part of the premises conveyed to Christian Cultural Center, Inc., as predecessor-in-interest by (i) that certain Indenture recorded on 07/03/2003, as CRFN 2003000210219; and (ii) that certain Indenture recorded 05/09/2007, as CRFN 2007000243812; and (iii) that certain confirmatory deed recorded 05/09/2007 as CRFN 2007000243813;

BEING the same premises conveyed to Grantor by that certain Bargain and Sale Deed Without Covenants Against Grantor's Acts, dated as of the date hereof, and to be recorded immediately prior hereto in the Office of the Register of the City of New York, Kings County;

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever;

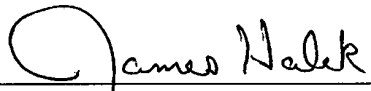
AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The

word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

**URBAN LIVING ALTERNATIVES,
LLC, a New York limited liability
company**

By: CHRISTIAN CULTURAL CENTER,
INC., a New York not-for-profit
corporation, and its sole member

By: 
Name: James Halek
Title: Treasurer

STATE OF TEXAS)
) ss.:
COUNTY OF Denton)

On the 15 day of March in the year 2024 before me, the undersigned, a Notary Public personally appeared **JAMES HALEK** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his capacity(ies), and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Denton of Texas.

Nellie Haack
Signature and Office of individual
taking acknowledgment

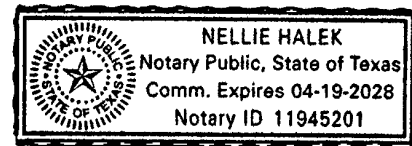


Exhibit A

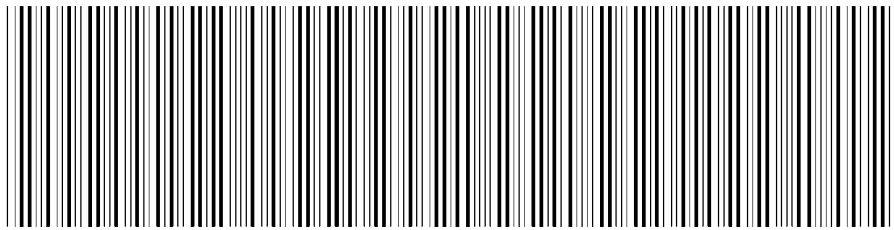
Legal Description

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF FLATLANDS AVENUE AND THE WESTERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, THENCE RUNNING THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTHERLY, ALONG THE WESTERLY SIDE OF PENNSYLVANIA AVENUE, A DISTANCE OF 290.91 FEET TO A POINT, THENCE;
- 2) WESTERLY, AT RIGHT ANGLES WITH THE PREVIOUS COURSE, A DISTANCE OF 235.32 FEET TO A POINT, THENCE;
- 3) NORTHERLY, AT RIGHT ANGLES WITH THE PREVIOUS COURSE, A DISTANCE OF 290.91 FEET TO A POINT ON THE SOUTHERLY SIDE OF FLATLANDS AVENUE, THENCE;
- 4) EASTERLY, AT RIGHT ANGLES WITH THE PREVIOUS COURSE, ALONG THE SOUTHERLY SIDE OF FLATLANDS AVENUE A DISTANCE OF 235.32 FEET TO THE POINT OR PLACE OF BEGINNING.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024032701176005001SF36D

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2024032701176005
Document Type: DEED

Document Date: 03-27-2024

Preparation Date: 03-29-2024

ASSOCIATED TAX FORM ID: 2024022800192

SUPPORTING DOCUMENTS SUBMITTED:

Page Count
7

RP - 5217 REAL PROPERTY TRANSFER REPORT

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location N/A FLATLANDS AVENUE BROOKLYN 11207
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION
 LAST NAME / COMPANY FIRST NAME

IUV PHASE 1 OWNER, LLC
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
 LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐7. New Construction on Vacant Land ☐

5. Deed Property Size X OR ACRES
 FRONT FEET DEPTH

8. Seller Name URBAN LIVING ALTERNATIVES, LLC
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
 B ☐ 2 or 3 Family Residential

C ☐ Residential Vacant Land
 D ☐ Non-Residential Vacant Land

E ☒ Commercial
 F ☐ Apartment

G ☐ Entertainment / Amusement
 H ☐ Community Service

I ☐ Industrial
 J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 3 / 27 / 2024
 Month Day Year

11. Date of Sale / Transfer 3 / 27 / 2024
 Month Day Year

12. Full Sale Price \$ 1 3 9 3 5 6 1 8
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

- A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class V, 0 16. Total Assessed Value (of all parcels in transfer) 3 4 7 8 2 8

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 4434 10

202402280019220110

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE <i>See Attached</i>		DATE	LAST NAME	FIRST NAME
C/O: CHRISTIAN CULTURAL CENTER, INC. 12020 FLATLANDS AVENUE				
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
BROOKLYN				
	STATE NY	ZIP CODE 11207	SELLER	
CITY OR TOWN			SELLER SIGNATURE <i>See Attached</i>	DATE

2024022800192201

SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

CERTIFICATION

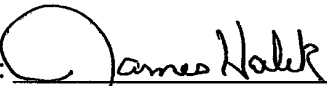
I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

GRANTOR:

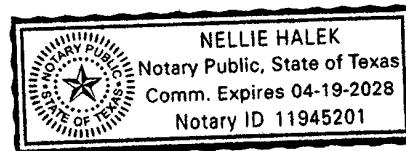
URBAN LIVING ALTERNATIVES, LLC,
a New York limited liability company


TAX IDENTIFICATION
NUMBER:

By: CHRISTIAN CULTURAL CENTER,
INC., a New York not-for-profit
corporation, and its sole member

By: 
Name: James Halek
Title: Treasurer

Sworn to and subscribed to before me on
this 15 day of March, 2024




Notary Public

SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

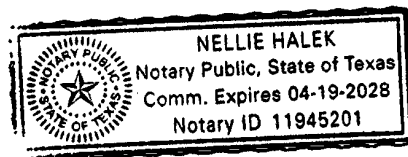
GRANTEE:

**IUV PHASE 1A HOUSING DEVELOPMENT
FUND CORPORATION,**
a New York not-for-profit corporation

TAX IDENTIFICATION
NUMBER:

By: James Halek
Name: James Halek
Title: Treasurer

Sworn to and subscribed to before me on
this 15 day of March, 2024

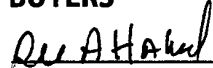
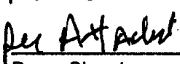


Nellie Halek
Notary Public

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYERS

 Buyer Signature	_____	Date	_____
 Buyer Signature	_____	Date	_____
Buyer Signature	_____	Date	_____
Buyer Signature	_____	Date	_____
Buyer Signature	_____	Date	_____
Buyer Signature	_____	Date	_____
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Buyer Signature	_____	Date	_____
Buyer Signature	_____	Date	_____
Buyer Signature	_____	Date	_____

SELLERS

_____	_____	Seller Signature	_____	Date	_____
_____	_____	Seller Signature	_____	Date	_____
_____	_____	Seller Signature	_____	Date	_____
_____	_____	Seller Signature	_____	Date	_____
_____	_____	Seller Signature	_____	Date	_____
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_____	_____	Seller Signature	_____	Date	_____
_____	_____	Seller Signature	_____	Date	_____

2024022800192201

SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

~~Grantee~~
~~GRANTOR:~~

IUV PHASE 1 OWNER, LLC, a Delaware
limited liability company

TAX IDENTIFICATION
NUMBER:

By: IUV Phase 1 JV, LLC, its sole member

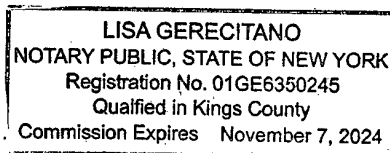
By: _____

Name: David L. Picket

Title: Authorized Signatory

Sworn to and subscribed to before me on
this 20 day of March, 2024

Notary Public



SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

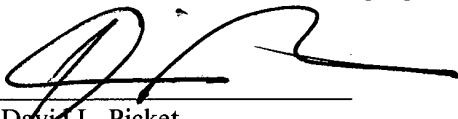
Grantee
~~GRANTOR:~~

IUV PHASE 1 LIHTC OWNER, LLC, a
Delaware limited liability company

TAX IDENTIFICATION
NUMBER:

By: IUV Phase 1 MM, LLC, its managing member

By: IUV Phase 1 JV, LLC, its managing member

By: 
Name: David L. Picket
Title: Authorized Signatory

Sworn to and subscribed to before me on
this 20 day of March, 2024

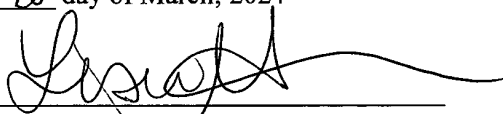
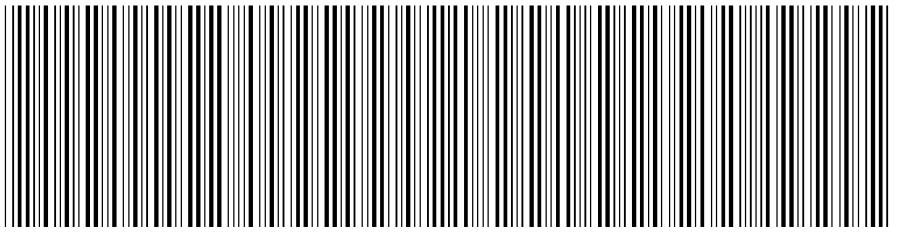

Notary Public



EXHIBIT E

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2024032701176006001E3DA8

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 46

Document ID: 2024032701176006

Document Date: 03-27-2024

Preparation Date: 03-29-2024

Document Type: AGREEMENT

Document Page Count: 44

PRESENTER:

FIRST AMERICAN TITLE INSURANCE CO. NCS
666 THIRD AVENUE
1E8WNY01
NEW YORK, NY 10017
212-850-0644
JGAMBOA@FIRSTAM.COM

RETURN TO:

HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	4434	10	Entire Lot	30 INSPIRATION LANE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION
C/O CHRISTIAN CULTURAL CENTER, INC., 12020 FLATLANDS AVENUE

PARTY 2:

IUV PHASE 1 OWNER, LLC
C/O GOTHAN ORGANIZATION, INC., 432 PARK AVENUE SOUTH, 2ND FLOOR
NEW YORK, NY 10016

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 257.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

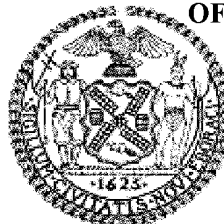
RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 04-01-2024 14:32

City Register File No.(CRFN):

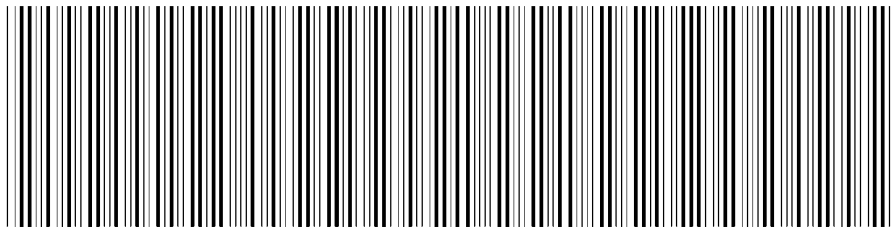
2024000081340



Colette N. Chiu-Jacques

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024032701176006001C3F28

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 46

Document ID: 2024032701176006 Document Date: 03-27-2024 Preparation Date: 03-29-2024
Document Type: AGREEMENT

PARTIES
PARTY 2:
IUV PHASE 1 LIHTC OWNER, LLC
C/O GOTHAN ORGANIZATION, INC., 432 PARK
AVENUE SOUTH, 2ND FLOOR
NEW YORK, NY 10016

7

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION,

AND

IUV PHASE 1 OWNER, LLC

AND

IUV PHASE 1 LIHTC OWNER, LLC

30 Inspiration Lane (a/k/a 12096 Flatlands Avenue)
Brooklyn, New York 11236
Block 4434, Lot 10
Kings County

Record and Return to:

Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attn: Russell A. Kivler, Esq.

**First American Title
Insurance Company**
666 Third Avenue 5th fl
New York, N.Y. 10017
Phone: (212) 922-9700
Fax: (212) 922-0881

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS DECLARATION OF INTEREST AND NOMINEE AGREEMENT (this “**Agreement**”) by and among **IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York (“**Article XI**”) and Section 402 of the Not-for-Profit Corporation Law of the State of New York with an office at c/o Christian Cultural Center, Inc., 12020 Flatlands Avenue, Brooklyn, New York 11207 (the “**HDFC**”), and **IUV PHASE 1 OWNER, LLC**, a Delaware limited liability company with an office at c/o Gotham Organization, Inc., 432 Park Avenue South, Second Floor, New York, NY 10016 (the “**Retail Company**”) and **IUV PHASE 1 LIHTC OWNER, LLC**, a Delaware limited liability company with an office at c/o Gotham Organization, Inc., 432 Park Avenue South, Second Floor, New York, NY 10016 (the “**Residential Company**”, and together with the Retail Company, the “**Company**”), dated as of March 27, 2024 (the “**Agreement**”).

WHEREAS, a fee interest in those certain plots, pieces or parcels of real property, lying and being in the County of Kings, New York, Block 4434 Lot 10 on the Tax Map of the City of New York, Kings County, as more particularly described within a metes and bounds description on Exhibit A, attached hereto and made a part hereof (the “**Property**”) is being acquired this day the HDFC solely as legal and record title holder on behalf of the Retail Company, as equitable and beneficial owner of the Property; and

WHEREAS, the HDFC, the Retail Company, and the Residential Company desire to construct, develop, own, operate and manage a project consisting of a mixed-use building (the “**Building**”), and file a condominium declaration (the “**Declaration**”) under Article 9-B of the New York Real Property Law establishing a two (2) unit condominium (each, a “**Condominium Unit**” or “**Unit**”) to be comprised of (i) one condominium unit containing approximately 17,174 gross square feet of retail space and ancillary space thereto (the “**Retail Condo Unit**”); (ii) one condominium unit consisting of three hundred eight-five (385) rental apartments available to low- and moderate-income households and one (1) superintendent’s apartment, eighty-two (82) parking spaces and ancillary space thereto (the “**Residential Condo Unit**”) (collectively, all of the foregoing Condominium Units, together with common elements and limited common elements, are referred to as the “**Condominium**” and together with the Property, Building and other improvements, easements and development rights, the “**Project**”); and

WHEREAS, as of the date hereof, the Retail Company shall lease the space corresponding to the to-be-formed Residential Condo Unit to the Residential Company pursuant to that certain master lease by and between the HDFC, the Retail Company, and the Residential Company (the “**Master Lease**”), and pursuant to which a memorandum thereof is being recorded against the Property, which Master Lease will terminate upon the earlier of (i) the formation of the Condominium by recordation of the Declaration together with a written termination of the LIHTC Master Lease and (ii) 65 years from the date hereof; and

WHEREAS, in connection with the Loans and to ensure the rental of the apartment units in the Project to low-income and moderate-income individuals and families, the HDFC and Residential Company and Retail Company shall enter into (i) a regulatory agreement with the New

York State Housing Finance Agency ("HFA"), dated as of the date hereof (the "**LIHTC Regulatory Agreement**"), (ii) that certain Affordable Housing Regulatory Agreement with the City of New York, acting by and through the Department of Housing Preservation and Development ("**HPD**") dated as of the date hereof (the "**Affordable Housing Regulatory Agreement**"), and (iii) that certain Mandatory Inclusionary Housing Restrictive Declaration ("**MIH Restrictive Declaration**") by and among the Residential Company, as beneficial owner, and the HDFC, as record owner in connection with certain permanently affordable rental apartments located in the Project pursuant to the New York City Zoning Resolution ("**MIH Restrictive Declaration**", and together with LIHTC Regulatory Agreement, and the Affordable Housing Regulatory Agreement, collectively, the "**Regulatory Documents**"); and

WHEREAS, the Company and the HDFC desire that all beneficial and equitable interest in, to and with respect to fee interest in the Project be transferred to and held by the Retail Company, and that all beneficial and equitable interest in, to and with respect to leasehold estate in the Project created by the Master Lease be transferred to and held by the Residential Company, with the legal fee interest to the Project remaining in the HDFC in accordance with the terms of this Agreement and all other documents executed in connection with the construction financing and permanent financing for the Project and/or the Condominium Units (collectively, the "**Loan Documents**"); and

WHEREAS, the Retail Company, the Residential Company, and the HDFC desire to allocate rights, benefits, and obligations as to portions of the Project based on certain events in connection with the formation of the Condominium, as more specifically set forth in Paragraph 9.

WHEREAS, the HDFC, the Retail Company, and the Residential Company desire that notwithstanding the allocation of all equitable and beneficial interest in, to and with respect to the Project, the legal and record title to the Project, whether as to fee estate or leasehold estate, shall remain held by the HDFC; and

WHEREAS, the HDFC, the Retail Company, and Residential Company agree that the HDFC will hold legal and record titles to the Project solely as nominee on behalf of the Company in accordance with the terms of this Agreement; and

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the adequacy of which are hereby acknowledged, the parties hereto jointly and severally covenant and agree as follows:

1. The Recitals and defined terms above are integrated herein as if set forth at length. Until such time as the Company shall elect to have record title transferred pursuant to Paragraph 6(e) hereof, record title to the Project shall be held by the HDFC, as the nominee, for and on behalf of the Company, it being understood that the beneficial ownership of the Project from the date hereof and at all times in the future, shall be vested in the Company, and its successors and assigns, and the HDFC does not, and shall not have, any personal or beneficial interest of any kind in the Project. The Company shall, at all times, have all the benefits, rights, approval, burdens and immunities accruing with respect to the Project. The HDFC

further acknowledges that the Company has furnished all of the consideration for acquiring and developing the Project, including financing obligations, and all of the rents, issues and profits of the Project, or any portion thereof shall at all times be the property of the Company.

2. The HDFC shall hold itself out to all third parties, whether by notice or other affirmative action pursuant to this Agreement, that the HDFC is acting solely as nominee of the Company with respect to the Project. The HDFC shall provide the Company with evidence of such notification reasonably satisfactory to the Company. The HDFC shall also obtain any written acknowledgments which are necessary and advisable from all interested third parties with respect to the HDFC holding title to the Project as nominee of the Company.
3. The beneficial and equitable interest in the Project shall accrue to the Company in a manner satisfactory to the Company, as may be provided by the terms of this Agreement, and such equitable and beneficial interest in the Project shall include, but is not limited, to the Company having an:
 - a. unconditional obligation to bear all economic risk and benefit of depreciation and diminution in value of the Project due to obsolescence or exhaustion, and shall bear the risk of loss if the Project is destroyed or damaged;
 - b. unconditional right to receive all economic benefits associated with the Project (i.e., appreciation and increase in value), including the right to retain all of the net proceeds from any sale or refinancing of the Project;
 - c. unconditional obligation to keep the Project in good condition and repair;
 - d. unconditional and exclusive right to the possession of the Project, inclusive of any subsequent air rights and/or transferrable development rights as may benefit the Project from time to time pursuant to the Zoning Resolution of the City of New York (as amended) and as may be allocated pursuant to any zoning lot development agreement, zoning lot merger, large scale residential development plans, or other instruments and agreements;
 - e. unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Project as may be required by the members of Company and/or any Lenders (as defined in Paragraph 6(f)) with respect to the Project, which coverage shall include the Lenders and CCC, each as additional insured, and the HDFC, as additional named insured (but if not available for any particular policy shall be an additional insured) ;
 - f. unconditional and exclusive right to receive rent (including any rents paid on behalf of tenants by government program or subsidy) and any other income or profits, distributions, capital proceeds, liquidation

revenue, and economic rights from the operation and/or ownership of the Project;

- g. unconditional obligation to pay for all of the capital investment in the Project;
- h. unconditional obligation to pay for all development, financing, maintenance, repair, replacement and operating costs in connection with the Project;
- i. unconditional right to develop residential units in the Project and to operate and manage the Project in accordance with this Agreement and any and all documents executed in connection with the financing, development, operation, regulation and management of the Project applicable to the Project, as such documents may be amended from time to time (the “**Project Documents**”);
- j. unconditional and exclusive right to enter into, with HDFC’s full cooperation, conveyance documents, easement agreements, maintenance agreements, and to grant any and all easements in connection with the development and operation of the Project, provided that such documents do not violate the Project Documents;
- k. unconditional obligation to bear all economic burdens of the Project, including, but not limited to, costs of insurance, condominium common charges, real estate and any other taxes, costs of capital, extraordinary and ordinary repairs and replacements, principal, interest and other costs of any indebtedness incurred in connection with the Project; and
- l. unconditional and exclusive right to include all income earned from the operation of all or a portion the Project and claim all depreciation deductions and tax credits generated with respect to the Project on its annual federal, state and local tax returns, including but not limited to the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, and the New York State low income housing tax credits under Article-A of the New York State Public Housing Law (“**LIHTCs**”), New York State brownfield tax credits (“**BTCs**”) and amortize capital costs and to claim any other federal or state tax benefits attributable to the Project (and for the avoidance of doubt, such rights in this subparagraph (l) related to LIHTCs inure to and allocated to Residential Company as a present beneficial lessee of the LIHTC Master Lease and upon acquisition of beneficial interest in the Residential Condo Unit as provided for in Paragraph 21).

- 4. The HDFC shall not do any act with respect to the Project without the prior written consent of the Company.

5. So long as the HDFC shall hold record title to the Project:
- a. any and all notices, statements and communications received by the HDFC, as holder of record title with respect to the Project, shall be promptly delivered to the Company;
 - b. all benefits, including any proceeds of title insurance received pursuant to the Title Policy or any other insurance proceeds under any other policy accruing with respect to the Project shall belong to the Company, and if received by the HDFC, shall be turned over to the Company promptly upon receipt;
 - c. the HDFC shall not do or suffer to be done, any act or omission with respect to the Project, or the record title thereto, or convey or encumber the same, in any way, except as directed by the Company, its successors and assigns; and
 - d. the HDFC shall comply with all directions which may be given to it by the Company with respect to the Project; provided, however, that the HDFC shall not be required to take any action as provided in this Agreement unless furnished with sufficient funds by the Company therefor.
 - e. the COMPANY shall be deemed an insured for the purposes of any owner's policy, if any, and the COMPANY shall be entitled to all proceeds of title insurance recoverable pursuant to same.
6. The Company and the HDFC on behalf of themselves, and their respective successors and assigns, who are recognized as "third party beneficiaries" hereunder, hereby jointly and severally represent, warrant, acknowledge, covenant and agree as follows:
- a. So long as the HDFC holds record title in the Project, the Company shall have complete and exclusive possession and control of the Project and the HDFC shall not have any exclusive right to possess or control the Project.
 - b. The Company is the "owner", as that term is defined in Section 2 of the New York Lien Law, of the Project and the HDFC is not in any respects an "owner" of the Project for federal tax purposes under the New York Lien Law and the Company is the "owner" of the Project for federal tax purposes.
 - c. The HDFC has received and reviewed the Loan Documents, and acknowledges that any and all rights, title, interests and/or benefits the HDFC has under this Agreement are absolutely and completely subject and subordinate to any and all rights, benefits, terms, conditions and provisions contained in and/or created by the Loan Documents.
 - d. The HDFC shall have no power, right and/or authority to transfer, encumber, lien, and/or create or grant any rights and/or interests in or to all

or any portion of the Project, and/or any part or parts thereof without the written consent of the Company and any transfer, encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action or inaction of the HDFC in connection with the Project, and/or any part or parts thereof, without said consent, shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Company.

Upon the written demand of the Company, the HDFC shall immediately execute and deliver to (i) the Company a deed or other conveyance, lease or assignment instrument transferring all or a portion of the Project, in proper recordable form transferring and conveying to the Company all of the HDFC's right, title and interest in and to the Project, and (ii) a termination of LIHTC Master Lease, in the event the LIHTC Master Lease is terminated, provided, however, that any consents required pursuant to any Project Documents shall have been obtained. The HDFC hereby unconditionally and unequivocally constitutes and appoints the Company to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and record any such deed and any other documents or instruments required to convey the Project on behalf of the HDFC, in the name, place and stead of the HDFC with the same force and effect as if such deed was executed and recorded by the HDFC, provided, however, that any consents required pursuant to any and all city, state or federal loan documents or legal requirements, including but not limited to mortgages, regulatory agreements and financing commitments (collectively, the "**Government Financing Documents**"). The HDFC authorizes any third party to rely on the aforesaid power of attorney granted in the previous sentence and hereby waives and releases any claim or claims the HDFC may have against such third party in so relying on such power of attorney. The parties agree that the HDFC's failure to comply with the provisions of this Paragraph 6(e) shall cause irreparable harm to Company for which no adequate remedy at law will be available and, in addition to any other available remedies, Company shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Paragraph 6(e). Notwithstanding anything to the contrary herein, the HDFC shall be under no obligation to execute and/or deliver any deed, lease or other documents which violate Article XI of the Private Housing Finance Law of the State of New York or the Not-for-Profit Corporation Law of the State of New York.

HDFC hereby agrees at the direction of Company to promptly execute any and all documents necessary to grant any financial institution making loans pursuant to the Loan Documents, or the permanent conversion of such loans, or any other refinancing (as set forth below) to Company and/or the owner of the Residential Condo Unit (as allocated under this Agreement) (each such financial institution, being a "**Lender**") a mortgage or mortgages and any similar security interests on the fee and leasehold interests in the

Project, as well as any documents required to be executed by HDFC in connection with the financing, development, operation and management of the Project, provided that HDFC shall execute such documents for the sole purpose of encumbering its interest in the Project, provided further that HDFC shall not be obligated to execute any such documents that would violate the provisions of Article XI of the Private Housing Finance Law of the State of New York or the Not-for-Profit Corporation Law of the State of New York and provided further that all such mortgages and all notes secured by such mortgages shall be non-recourse to HDFC in its capacity as the bare legal or record title owner of the Project. HDFC hereby constitutes and appoints the Company to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute any documents or instruments deemed to be required to be executed by the Company, in connection with all aspects of the (i) construction financing, (ii) conversion of financing for the Property and/or Project from construction to permanent, and (iii) all refinancings of any such permanent financing, on the following conditions: (a) Company shall advise HDFC of the need to execute any such conversion documents or instruments on not less than ten (10) business days' notice; (b) should HDFC fail to comply with Company's request based upon a failure to respond, Company shall then have the right to execute all such documents or instruments in the name and on behalf of HDFC as if HDFC were the party executing the same, provided that the execution and delivery of such documents or instruments complies with the Project Documents, the Not-for-Profit Corporation Law of the State of New York, and HDFC's Certificate of Incorporation and by-laws. The Company recognizes the LIHTC Master Lease and the non-merger provision therein, and further restates that nothing in this Agreement shall cause or give rise to a merger of the Company's leasehold interests in the Project created by the LIHTC Master Lease by reason of fact that the Company or the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly the LIHTC Master Lease, or the record or equitable and beneficial sub-leasehold estate, created by the LIHTC Master Lease, this Agreement or any instrument creating or in furtherance of such record leasehold estate, and no such merger shall occur unless and until all persons, corporations, firms and other entities having an interest (including a security interest) in the LIHTC Master Lease, this Agreement or any other instrument that grants such record, leasehold estate, shall join in a written instrument effecting such merger.

- e. The HDFC, in its capacity as nominal record owner, shall have no rights, powers and/or authority over, with respect to and/or in connection with the Project and/or any part or parts thereof in any bankruptcy or other proceeding in which the Company may hereafter be a party, and no shareholder, officer, trustee, receiver, administrator, legal representative, regulator or creditor of the HDFC shall have any right, power and/or authority over, with respect to and/or in connection with the Project, and/or any part or parts thereof.

- f. The Company and the HDFC each have full power and authority to enter into this Agreement and to comply with all of the terms, provisions and conditions contained in this Agreement.
- g. Neither the execution, delivery or recording of this Agreement, nor the fulfillment of or compliance with the terms, conditions or provisions of this Agreement conflicts with, violates or results in a breach of the terms, conditions or provisions of any agreement, instrument, law, rule or regulation of which the Company and/or the HDFC is now a party or by which either or both may be bound or affected or results in the creation of any lien, charge or encumbrance upon the Project and/or any part or parts thereof.
- h. Any and all notices, demands and other communication made by either the Company or the HDFC to the other party shall be in writing and sent to the addresses as set forth above, and to Bank, HPD, HFA and Investor Member at the addresses below, by hand, by mail (registered, certified, return receipt requested) or by nationally recognized overnight courier:

With a supplemental copy to HDFC's counsels to:

Larry H. Weiss, Esq.
2170 Clover Street
East Meadow, New York 11554
Attn: Larry H. Weiss, Esq.
Email: lhwlawoffice@yahoo.com

And

Ruskin Moscou Faltischek, P.C.
1425 RXR Plaza
East Tower, 15th Floor
Uniondale, New York 11556
Attn: Russell H. Stern, Esq.
Email: rstern@rmfpc.com

With a supplemental copy to the Company

Monadnock Development
240 Huntington Street, 3rd Floor
Brooklyn, New York 11231
Attention: Kirk Goodrich
Email: kgoodrich@monadnockdevelopment.com
And to its counsel to:

Hirschen Singer & Epstein LLP

902 Broadway, 13th Floor
New York, New York
Attention: Russell A. Kivler, Esq.
Email: rkivler@hseny.com

And in connection with Investor Member of the Residential Company, additional notices to:

GSB LIHTC Investor LLC
Urban Investment Group
c/o Goldman Sachs Group
200 West Street
New York, New York 10282
Attention: Urban Investment Group Portfolio
Manager
Email: gs-uig-portfolio-manager@gs.com

with a copy to:

GSB LIHTC Investor LLC
Urban Investment Group
c/o Goldman Sachs Bank USA
200 West Street
New York, NY 10282
Attention: Michael Lohr
Email: michael.lohr@gs.com

With a copy to:

Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019
Attention: Steven C. Koppel, Esq.
Email: skoppel@sidley.com

And as to Bank, HFA and HPD at the following addresses¹:

If to HFA, to:

New York State Housing Finance Agency
641 Lexington Avenue
New York, New York 10022
Attention: President, Finance & Development
Senior Vice President, General Counsel

¹ NOTE TO DRAFT: Same addresses as provided in the draft loan Subordination and Intercreditor Agreement.

If to HPD, to:

Department of Housing Preservation and Development
100 Gold Street
New York, New York 10038
Attention: Assistant Commissioner for New Construction

With a copy to:

Department of Housing Preservation and Development
100 Gold Street
New York, New York 10038
Attention: General Counsel

If to Bank, to:

Goldman Sachs Bank USA
200 West Street
New York, New York 10282-2198
Attention: Urban Investment Group Portfolio Manager

and:

gs-uig-docs@gs.com
gs-uig-portfolio-manager@gs.com

With a copy to:

Goldman Sachs Bank USA
c/o Goldman Sachs Loan Operations
Attn: Urban Investment Group
2001 Ross Avenue
Dallas, Texas 75201

and:

gs-loc-operations@gs.com

With a copy to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Aviva Yakren, Esq.

7. The Company shall have the beneficial ownership of the Project for all purposes (including, federal income tax purposes) and shall have all rights related thereto including, but not limited to, the right to claim depreciation deductions with respect

to any depreciable property comprising a part of the Project, the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Project, the right to receive all proceeds from the Project, including from rents and other moneys from mortgages, pledges, sales, or other dispositions of the Project, and to all tax benefits, including depreciation and the LIHTCs (as set forth in Paragraph 3(I)). In addition thereto, it shall be in the sole and absolute discretion of the Company to develop, operate, manage, assign, encumber, transfer or sell the Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and at the request of the Company, the HDFC shall cooperate with the Company and execute any and all documents required by the Company in connection with the development, operation, management, assignment, encumbrance, transfer or sale of the Project or any portion thereof or interest therein, or any right or indicia of ownership in connection therewith. In furtherance of the foregoing, and without limitation, the HDFC shall transfer and convey the Project (or any portion thereof after formation of the Condominium), by deed or other conveyance, lease or assignment instrument, in connection with the transfer or sale of the Project or any portion thereof or any interest therein to any party designated by the Company.

8. The Company shall have all management authority and control over the Project, with respect to, but not by way of limitation, construction and development of the Project, performance and enforcement of all leases, agreements with regard to the sale of the Project or otherwise, and any covenants concerning the Project. The HDFC covenants and agrees to perform all acts reasonably requested by the Company in regard to or arising from the ownership, management and operation of the Project. The HDFC covenants and agrees to perform all acts reasonably requested by the Company in regard to or arising from the ownership, management and operation of the Project.

9. **Indemnification of HDFC and CCC.**

- a. The Company shall fully protect, defend, indemnify, and hold the HDFC and Christian Cultural Center, Inc. ("CCC") harmless from and against any and all liabilities, obligations, claims, causes of action, judgments, damages, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with the Company or third parties arising out of or in any way relating to (a) ownership of the Project from and after the date of transfer of title to the Project to the HDFC, (b) the Project and/or the Project Documents, (c) the use or occupancy of the Project or (d) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising from the willful misconduct or the gross negligence of the HDFC and/or CCC, or the HDFC's failure to perform its material obligations under this Agreement, (collectively, "Claims"). The foregoing indemnification shall include, but shall not be limited to Company's primary obligation to defend all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and

indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Project or any part thereof or on the adjoining sidewalks, curb or any land for which COMPANY has a contractual obligation to indemnify; (ii) use, nonuse or condition in, on or about the Project or any part thereof; (iii) failure on the part of Company to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Project or any part thereof; and/or (v) defect in the construction or condition or characteristics of the Project, whoever and whatever the cause. The Company shall include the HDFC and CCC as additional insured on any insurance policies secured by the Company with respect to its fee interest in the Project and insurance policies secured by the Company and/or Condominium board with respect to the Condominium.

- b. The Company shall, to the fullest extent permitted by law, protect, defend, indemnify and save HDFC harmless from all liabilities, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses, whether incurred in litigation with the Company or with any third party), imposed upon or incurred by or asserted against HDFC by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials on, from or affecting the Project, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials or (iv) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, or any policies or requirements of the HDFC that are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses, except if arising from the willful misconduct or the gross negligence of the HDFC, or the HDFC's failure to perform its obligations under this Agreement. Except to the extent such obligations and liabilities are terminated pursuant to the terms of the Loan documents, Company's obligations and liabilities under this section shall survive (x) completion of the Project and (y) any foreclosure involving the Project, or any part thereof, or HDFC's delivery of a deed in lieu of foreclosure. Hazardous Materials means, including by example but without limitation, any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (or related or similar materials), asbestos or any material containing asbestos, lead paint or any other hazardous substance or material as defined by any Federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the

Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Paragraph 6901 et seq.) and the rules and regulations promulgated pursuant thereto.

- c. In the event that any action or proceeding is brought against the HDfC and/or CCC, or each of their members, directors, and officers with respect to which indemnity may be sought under this Section, the Company shall assume the investigation and defense of such action or proceeding, including the employment of counsel selected by the Company, and shall assume the payment of all commercially reasonable attorney and legal expenses related thereto. The HDfC shall have the right, if it shall conclude in good faith that a conflict of interest exists, to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Company shall pay all actual and commercially reasonable fees and expenses of such separate counsel.

This Paragraph 9 shall survive the termination of this Agreement.

10. Laws. This Agreement shall be construed in accordance with the laws of the State of New York.
11. Binding on Successors and/or Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
12. Communications. All formal notices given pursuant to this Agreement shall be in writing and sent by hand or by certified or registered mail, return receipt requested, or by reputable overnight courier, and addressed to the parties at their addresses set forth above.
13. Counterparts. This Agreement may be executed in one or more counterparts, and by different signatories hereto in separate counterparts, each of which when so executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.
14. Amendment. This Agreement may not be amended or revoked except by written instrument duly executed by each of the parties hereto and provided that, for long as GSB LIHTC Investor LLC or a controlled affiliate of Goldman Sachs Bank USA (the "Investor Member") is a member of the RESIDENTIAL COMPANY, this Agreement may not be modified, amended, terminated or revoked without the prior written consent of the Investor Member.

15. Venue; Jurisdiction. The Company and the HDFC hereby irrevocably submit to the non-exclusive jurisdiction of any New York State or Federal court sitting in The City of New York over any suit, action or proceeding arising out of or relating to this Agreement and/or the Loan Documents, and the Company and the HDFC hereby agree and consent that, in addition to any methods of service of process provided for under applicable law, all of service of process in any such suit, action or proceeding in any New York State or Federal court sitting in the City of New York may be made by certified or registered mail, return receipt requested, directed to the Company and the HDFC at the address indicated in the captioned agreement, and service so made shall become complete ten (10) days after the same shall have been so mailed.
16. Waiver of Jury Trial. Both the Company and the HDFC both hereby, knowingly, voluntarily, intentionally, expressly and unconditionally waive, in connection with any suit, action or proceeding, arising out of, under or in connection with this Agreement, any and every right either or both of them may have to **A TRIAL BY JURY.**
17. Severability. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
18. HDFC Cure Right. Notwithstanding anything contained herein to the contrary, if there is an event of default under any Government Financing Document, the HDFC shall have the right to enter the Premises to cure the default as agent for and on behalf of the Company, provided that Company is not diligently acting to cure such default after notification to the Company.
19. Confirmatory Addendum. Upon formation of the Condominium, the parties hereto may, merely for purposes of clarification, record a confirmatory memorandum or addendum to this Agreement, confirming that the record fee title to the Condominium Units is held by the HDFC, the equitable and beneficial interest in the Retail Condo Unit is held by the Retail Company, and the equitable and beneficial interest in the Residential Condo Unit is held by the Residential Company.
20. The Company shall consult with the HDFC on any issues which significantly adversely impacts on the lifestyle or quality of life of the residents of the rental apartments within the Project (as determined by the Company in its reasonable discretion), provided such issues are not subject to and therefore determined by applicable laws or regulations, regulatory or other agreements with governmental agencies. Consultation shall mean providing the HDFC with written notice of the

issue, setting forth the Company's position on such issue and an opportunity for the HDFC to express its views on such issues in writing within a reasonable time, however the ultimate decision shall be made by the Company. For the avoidance of doubt, the Company's failure to consult with the HDFC on such decisions shall not be an event of default under any Project Document and the HDFC shall waive all rights it may have to bring litigation in law or equity, including, but not limited to, actions for injunctive relief in connection with the Company's failure to comply with this Section 19.

21. Allocation of Certain Equitable and Beneficial Interests after Condominium Formation; Springing Beneficial Interest.

- (a) For the avoidance of doubt, as of the date hereof and through the day prior to the date of recordation of the Declaration:
 - i. with respect to allocation of Project's interests (1) the Retail Company possesses the fee equitable and beneficial interests held by the Retail Company with respect to the entire Project (after giving effect to subparagraph 20(a)(iii) below), (2) the Residential Company possesses the leasehold equitable and beneficial interest in the to-be-formed Residential Condo Unit pursuant to the LIHTC Master Lease and pursuant to its terms shall be recognized as having all the benefits, rights and obligations hereunder granted to a "Company" and "Project", as provided in subparagraph 9(a)(ii)-(iii) below, and (3) the HDFC shall remain (y) the record fee owner of the Project, and (z) shall remain the record lessee owner of the Residential Condo Unit pursuant to the LIHTC Master Lease;
 - ii. the term "**Company**" used in the Agreement shall refer to (1) the Retail Company with respect to the fee equitable and beneficial interest in the Project, and (2) the Residential Company, which is a party to the LIHTC Master Lease and has received leasehold equitable and beneficial interest in the Residential Condo Unit, and for so long as the LIHTC Master Lease is in effect shall be recognized as having all the benefits, rights and obligations hereunder, as to its leasehold interest;
 - iii. the term "**Project**" shall mean (i) as to the HDFC and Retail Company's respective record and equitable and beneficial fee interests in the Project, and (ii) as to the HDFC and Residential Company's respective record and equitable and beneficial leasehold interests in the Residential Condo Unit or any portion of the Project that qualifies for and/or receives federal or state LIHTCs, BTCs and any other federal or state tax credits. It is further provided that the undersigned parties to this Agreement, being the same parties under the LIHTC Master Lease, recognize the grant of certain rights and benefits under the LIHTC Master Lease in the equitable and beneficial interests of certain portions of the Project from HDFC and Retail Company to HDFC and Residential Company.

- (b) On and after the formation of the Condominium, as evidenced by recording of the Condominium Declaration:
- i. with respect to allocation of Project's interests (1) the fee equitable and beneficial interests held by the Retail Company with respect to the Residential Condo Unit shall transfer, vest and be owned by the Residential Company, which shall be the fee equitable and beneficial owner for the Residential Condo Unit, and accordingly, the Retail Company shall no longer possess the fee equitable and beneficial interest in the Residential Condo Unit; the terms of this Agreement as between the HDFC and the Retail Company with respect to the Residential Condo Unit shall terminate as of the Condominium's recordation date, (2) the Retail Company shall remain the owner of the fee equitable and beneficial interests of the Retail Condo Unit, and (3) the HDFC shall remain (y) the record fee owner of the Residential Condo Unit, as nominee for Residential Company, and (z) shall remain the record fee owner of the Retail Condo Unit, as nominee for Retail Company; and
 - ii. the term "Company" used in the Agreement shall refer to (1) to the Residential Company, with respect to its fee equitable and beneficial interest in the Residential Condo Unit, and (2) to the Retail Company, with respect to its fee equitable and beneficial interest in the Retail Condo Unit;
 - iii. the term "Project" used in the Agreement shall refer (1) to the Retail Condo Unit and its appurtenant interests in the general common elements, limited common elements, improvements, easements and development rights, as to the HDFC and Retail Company's respective record and equitable and beneficial fee interests therein and (2) to the Residential Condo Unit and their appurtenant interests in the general common elements, limited common elements, improvements, easements and development rights, together with or any portion of the Project that qualifies and/or receives federal or state LIHTCs, each as to the HDFC and Residential Company's respective record and equitable and beneficial fee interests therein.
- (c) After formation of the Condominium, the parties hereto may record a confirmatory memorandum or addendum ("Confirmatory Addendum") against the Project's Condominium Units, provided that no such instrument shall be necessary to execute or record in order to cause the preceding transfer of interests set forth in this Paragraph 20. The form of Confirmatory Addendum is attached hereto as **Exhibit 1**.
- (d) After formation of the Condominium, the HDFC and the Residential Company may record a confirmatory deed ("Confirmatory Deed") evidencing the Residential Company's interest in the Residential Condo Unit.

22. Partial Termination as to Retail Condo Unit.

- (a) The undersigned recognize that on the conversion of the construction financing to permanent financing for Residential Condo Unit, the Retail Condo Unit shall no longer be governed pursuant to this Agreement and the allocation of interests herein with respect thereto, and therefore (i) in connection with the rights under Paragraph 6(e) of this Agreement the HDFC shall execute a bargain and sale deed without covenants that conveys HDFC's bare record title interest to the Retail Condo Unit to Retail Company, substantially in the form as provided in **Exhibit 2**, and (ii) thereafter, the undersigned shall execute a partial termination of nominee agreement, substantially in the form as provided in **Exhibit 3**, where by the Retail Company shall no longer be party under this Agreement and the HDFC shall clarify it no longer holds any rights, benefits or obligations, except as those that may survive such partial termination.

[signature page follows]

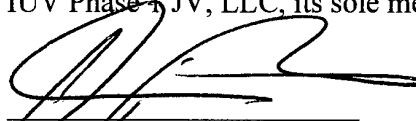
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

RETAIL COMPANY:

IUV PHASE 1 OWNER, LLC

By: IUV Phase 1 JV, LLC, its sole member

By:



Name: David L. Picket

Title: Authorized Signatory

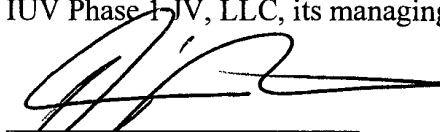
RESIDENTIAL COMPANY:

IUV PHASE 1 LIHTC OWNER, LLC

By: IUV Phase 1 MM, LLC, its managing member

By: IUV Phase 1 JV, LLC, its managing member

By:



Name: David L. Picket

Title: Authorized Signatory

HDFC:

IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION

By:

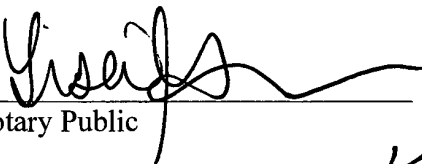
Name: James Halek

Title: Treasurer

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)



On the 18 day of March, 2024, before me, the undersigned, a Notary Public in and or said State, personally appeared DAVID L. PICKET, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.



Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

RETAIL COMPANY:

IUV PHASE 1 OWNER, LLC

By: IUV Phase 1 JV, LLC, its sole member

By: _____
Name: David L. Picket
Title: Authorized Signatory

RESIDENTIAL COMPANY:

IUV PHASE 1 LIHTC OWNER, LLC

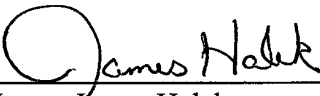
By: IUV Phase 1 MM, LLC, its managing member

By: IUV Phase 1 JV, LLC, its managing member

By: _____
Name: David L. Picket
Title: Authorized Signatory

HDFC:

IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION

By:  _____
Name: James Halek
Title: Treasurer

STATE OF TEXAS)

COUNTY OF Denton)

On the 15 day of March in the year 2024 before me, the undersigned, a Notary Public personally appeared **JAMES HALEK** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his capacity(ies), and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Denton of Texas.

Jellie Halek
Signature and Office of individual
taking acknowledgment

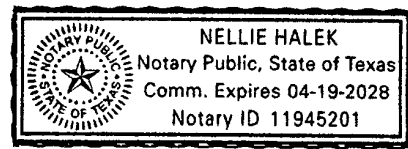


EXHIBIT A

Legal Description

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF FLATLANDS AVENUE AND THE WESTERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, THENCE RUNNING THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTHERLY, ALONG THE WESTERLY SIDE OF PENNSYLVANIA AVENUE, DISTANCE OF 235.32 FEET TO A POINT, THENCE;
- 2) WESTERLY AT RIGHT ANGLES WITH THE PREVIOUS COURSE, A DISTANCE OF 235.32 FEET TO A POINT, THENCE;
- 3) NORTHERLY, AT RIGHT ANGLES WITH THE PREVIOUS COURSE, A DISTANCE OF 290.91 FEET TO A POINT ON THE SOUTHERLY SIDE OF FLATLANDS AVENUE, THENCE;
- 4) EASTERLY, AT RIGHT ANGLES WITH THE PREVIOUS COURSE, ALONG THE SOUTHERLY SIDE OF FLATLANDS AVENUE A DISTANCE OF 235.32 FEET TO THE POINT OR PLACE OF BEGINNING.

(FOR INFORMATION ONLY: BLOCK 4434 LOT 10)

EXHIBIT 1

FORM OF ADDENDUM TO DECLARATION OF INTEREST AND NOMINEE AGREEMENT

This Addendum to Declaration of Interest and Nominee Agreement (the “**Addendum**”) by and among **IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York (“**Article XI**”) and Section 402 of the Not-for-Profit Corporation Law of the State of New York with an office at [] (the “**HDFC**”), and **IUV PHASE 1 OWNER, LLC**, a New York limited liability company with an office at c/o Gotham Organization, Inc., 432 Park Avenue South, Second Floor, New York, NY 10016 (the “**Retail Company**”) and **IUV PHASE 1 LIHTC OWNER, LLC**, a New York limited liability company with an office at c/o Gotham Organization, Inc., 432 Park Avenue South, Second Floor, New York, NY 10016 (the “**Residential Company**”, and together with the Retail Company, the “**Company**”), dated as of _____, 202_ and effective as of the Effective Date (as such term is defined below).

WHEREAS, the HDFC, the Residential Company and the Retail Company entered into that certain Declaration of Interest and Nominee Agreement, dated as of [], 2024 and recorded in the Office of the City Register, Kings County on [], at CRFN 2024[xxx] (the “**Nominee Agreement**”), pursuant to which, as of the Effective Date, the HDFC is the nominal owner and the Retail Company is the beneficial and equitable owner of certain real property located at Block 4434, Lots [] on the Tax Map of the City of New York, Kings County (“**Tax Map**”), more commonly known by the street address 30 Inspiration Lane, Brooklyn, New York. Capitalized terms not defined herein shall have the meaning stated in the Nominee Agreement.

WHEREAS, as contemplated in the Nominee Agreement and Project Documents, a Condominium Declaration was recorded to establish the Condominium Units, and was submitted by the HDFC and Retail Company, recorded on _____, 202[] in the Office of the City Register, Kings County in CRFN[] (the “**Condominium Declaration**”), and establishing a condominium known as [IUV PHASE 1A] Condominium and containing the following Condominium Units:

[NOTE TO FORM: UPDATE TO FINAL CONDO SF]

- (i) one (1) condominium unit comprised of approximately 17,174 square feet of retail space and appurtenant common elements and limited common elements (the “**Retail Condo Unit**”);
- (ii) one (1) condominium unit consisting of three hundred eighty-five (385) rental apartments available to low- and moderate-income households, one (1) superintendent’s unit, eighty-two (82) parking spaces and appurtenant common elements and limited common elements thereto (the “**Residential Condo Unit**”)

(collectively, all of the foregoing units, (the “**Condominium Units**”), together with common elements and limited common elements, are referred to as the “**Condominium**”

and together with the Property, Building, and other improvements, easements, and development rights, the “**Project**”).

WHEREAS, as described in the Nominee Agreement, upon the recordation of the Condominium Declaration, (i) Residential Company is the sole fee beneficial and equitable owner of the Residential Condo Unit, (ii) Retail Company is the sole fee beneficial and equitable owner of the Retail Condo Unit, and (iii) HDFC remains as the fee owner of the Condominium Units in accordance with the terms of the Nominee Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the adequacy of which are hereby acknowledged, the parties hereto jointly and severally covenant and agree as follows:

1. Capitalized terms used herein and not defined shall be given the meaning provided to them in the Nominee Agreement. In the event of a conflict between terms defined herein and any similar terms defined in the Nominee Agreement, the defined term in this Addendum shall control.

The effective date of this Addendum shall be the date of recordation of the Condominium Declaration, which occurred on _____, 202_ (the “**Effective Date**”).

2. With respect to the Residential Condo Unit and the Residential Company, from the Effective Date:

- a. Sole fee equitable and beneficial ownership to the Residential Condo Unit (i.e. Lot 100[]), shall be held by the Residential Company, and the Retail Company shall have no interest with respect to the preceding Condominium Units;
- b. references to the term “**Project**” shall mean the Residential Condo Unit, together with their appurtenant general common elements and limited common elements, including other improvements, easements and development rights;
- c. references to the term “**Company**” shall mean the Residential Company;
- d. references to the term “**Property**” shall mean the metes and bounds legal descriptions for the Residential Condo Unit, as provided in the applicable Appendices to this Addendum; and
- e. the HDFC shall be the fee record interest owner in the Residential Condo Unit, as nominee for the Residential Company.

3. With respect to the Retail Condo Unit and the Retail Company, from the Effective Date:

- a. Sole fee equitable and beneficial ownership to the Retail Condo Unit shall be held by the Retail Company, and the Residential Company shall have no interest with respect to the Retail Condo Unit.
- b. references to the term "Project" shall mean the Retail Condo Unit, together with their appurtenant general common elements and limited common elements, including other improvements, easements and development rights;
- c. references to the term "Company" shall mean the Retail Company; and
- d. references to the term "Property" shall mean the metes and bounds legal descriptions for the Retail Condo Unit, as provided in the applicable Appendices to this Addendum; and
- e. the HDFC shall be the fee record interest owner in the Retail Condo Unit, as nominee for the Retail Company.

4. This Addendum may be executed in counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed as of the date first written above.

RETAIL COMPANY:

IUV PHASE 1 OWNER, LLC

By: IUV Phase 1 JV, LLC, its sole member
By: Innovative Urban Living, LLC, its co-designated member
By: GO UCL, LLC, its managing member
By: DLP 2019, LLC, its managing member

By: _____
Name: David L. Pickett
Title: Manager

RESIDENTIAL COMPANY:

IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION

By: IUV Phase 1 MM, LLC, its managing member
By: IUV Phase 1 JV, LLC, its managing member
By: Innovative Urban Living, LLC, its co-designated member
By: GO UCL, LLC, its managing member
By: DLP 2019, LLC, its managing member

By: _____
Name: David L. Pickett
Title: Manager

HDFC:

IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION

By: _____
Name: Reverend A. R. Bernard
Title: President

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the __ day of _____, 202[], before me, the undersigned, a Notary Public in and or said State, personally appeared DAVID L. PICKET, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the __ day of _____, 202[], before me, the undersigned, a Notary Public in and or said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public

EXHIBIT 2
FORM OF BARGAIN AND SALE DEED WITHOUT COVENANTS FOR RETAIL
CONDO UNIT

Premises: [ADDRESS OF RETAIL CONDO UNIT]
County: KINGS
State: NEW YORK
Block: 4434
Lot: [XXXX]

**BARGAIN AND SALE
DEED WITHOUT COVENANT
AGAINST GRANTOR'S ACTS**

THIS INDENTURE, made the [#] day of [MONTH] 202[],

IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("**Article XI**") and Section 402 of the Not-for-Profit Corporation Law of the State of New York with an office at 12020 Flatlands Avenue, Brooklyn, New York 11207 (the "**GRANTOR**"), and **IUV PHASE 1 OWNER, LLC**, a New York limited liability company with an office at c/o Gotham Organization, Inc., 432 Park Avenue South, Second Floor, New York, NY 10016 (the "**GRANTEE**")

WITNESSETH, that the Grantor, in consideration of Ten and 00/100 Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs and successors and assigns of the Grantee forever, its bare record title interests to:

The unit in the premises designated and described as Unit [X] (hereinafter called the "Unit") in the Declaration (hereinafter called "**Declaration**") establishing the "[CONDO NAME] Condominium" pursuant to a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "**Condominium Act**") made by [DECLARANT PARTIES] dated [MONTH] [#], 202[#] and recorded in the Kings County Office of the Register of the City of New York on [MONTH] [#], 202[#] as CRFN 202[XXXXXX], and also designated as Tax Lot [XXXX] in Block 4434 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York, and on the floor plans of said building certified by [ARCHITECT AS SIGNED ON PLANS], Registered Architect on [MONTH] [#], 202[#] and filed in said Real Property Assessment Department of the City of New York as Condominium Plan No. [####] and also filed on [MONTH] [#], 202[#] as CRFN 202[XXXXXX] in the aforesaid Register's Office. The premises within which the Unit is located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "**By-Laws**".)

TOGETHER with an undivided [X.XX]% interest in the General Common Elements, as

described in the Declaration recorded as CRFN 202[XXXXXX].

TOGETHER with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein. The Unit is to be used in accordance with the Declaration and By-Laws, for use in compliance with the Declaration and By-Laws. The Grantee accepts the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances, and all the estate and rights of the Grantor in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto Grantee, the heirs or successors and assigns of the Grantee forever.

AND, Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

(Remainder of Page Intentionally Blank – Signature Pages to Follow)

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this deed the day and year first above written.

GRANTOR:

IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION

By: _____

Name: Reverend A. R. Bernard

Title: President

GO BROOME LLC, a New York limited liability company

By: GO Broome Venture LLC, its sole member

By: GO Broome MM LLC, its managing member

By: DLP 2019 LLC, its manager

By: _____

Name: David L. Picket

Title: Manager

GRANTEE

IUV PHASE 1 OWNER, LLC

By: IUV Phase 1 JV, LLC, its sole member

By: Innovative Urban Living, LLC, its co-designated member

By: GO UCL, LLC, its managing member

By: DLP 2019, LLC, its managing member

By: _____

Name: David L. Picket

Title: Manager

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID L. PICKET, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

=====

RECORD AND RETURN TO:

Block: 4434
Lot: [XXXX]
Street Address: [ADDRESS OF RETAIL
UNIT]

Brooklyn, New York

County: Kings

SAMPLE

SCHEDULE A
(LEGAL DESCRIPTION)

EXHIBIT 3
FORM OF PARTIAL TERMINATION OF NOMINEE AGREEMENT

[See Following Page]

**PARTIAL TERMINATION OF DECLARATION OF INTEREST AND NOMINEE
AGREEMENT**

BY AND BETWEEN

IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION,

AND

IUV PHASE 1 OWNER, LLC

AND

IUV PHASE 1 LIHTC OWNER, LLC

Location of Released Premises:
Block 4434, Lot [Retail Tax Lot] (d/k/a part of Lot 10)
Kings County, New York

RECORD AND RETURN TO:

Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attention: Russell A. Kivler, Esq.

PARTIAL TERMINATION OF DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS PARTIAL TERMINATION OF DECLARATION OF INTEREST AND NOMINEE AGREEMENT (the “**Partial Termination**”), made as of the __ day of November 2023 (“**Effective Date**”), by and among **IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York (“**Article XI**”) and Section 402 of the Not-for-Profit Corporation Law of the State of New York with an office at 12020 Flatlands Avenue, Brooklyn, New York 11207 (the “**HDFC**”), and **IUV PHASE 1 OWNER, LLC**, a New York limited liability company with an office at c/o Gotham Organization, Inc., 432 Park Avenue South, Second Floor, New York, NY 10016 (the “**Retail Company**”) and **IUV PHASE 1 LIHTC OWNER, LLC**, a New York limited liability company with an office at c/o Gotham Organization, Inc., 432 Park Avenue South, Second Floor, New York, NY 10016 (the “**Residential Company**”, and together with the Retail Company, the “**Company**”), dated as of [MONTH] [#], 202[]. [NOTE TO FORM: ON OR BEFORE CONVERSION DATE]

WITNESSETH

WHEREAS, Residential Company, Retail Company and HDFC entered into that certain Declaration of Interest and Nominee Agreement dated as of [March 27, 2024] and recorded on [MONTH] [#], 202[#] as CRFN 201[XXXXXXXXXX] in the Office of the New York City Register, Kings County (the “**Existing Nominee Agreement**”) in connection with the property previously known as Block 4434, Lot 10 (n/k/a Lots [XXXX]; [XXXX]; and [XXXX]) in the Tax Map of the City of New York, Kings County as further described in Appendix A (the “**Property**”). Capitalized terms not defined herein shall have the definition as set forth in the Existing Nominee Agreement.

WHEREAS, Residential Company, Retail Company and HDFC (A) have substantially completed the construction of the mixed-use building at the Property, and (B) established a plan for a condominium ownership known as the Tremont Avenue Condominium (“**Condominium**”), under Article 9-B of the Real Property Law of the State of New York (the “**Condominium Act**”) made by [DECLARANT PARTIES] dated [MONTH] [#], 202[#] and recorded in the Kings County Office of the Register of the City of New York on [MONTH] [#], 202[#] as CRFN 202[XXXXXX], and also designated as Tax Lot [XXXX] in Block 4434 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York, and on the floor plans of said building certified by [ARCHITECT AS SIGNED ON PLANS], Registered Architect on [MONTH] [#], 202[#] and filed in said Real Property Assessment Department of the City of New York as Condominium Plan No. [####] and also filed on [MONTH] [#], 202[#] as CRFN 202[XXXXXX] in the aforesaid Register’s Office (“**Floor Plans**” and together with the Declaration, inclusive of all exhibits and schedules, the “**Condominium Documents**”).

WHEREAS, as set forth in Paragraph 21 of the Existing Nominee Agreement upon the date of conveyance of Block 4434, Lot 1002 (aka the “**Retail Condo Unit**”) to Retail Company,

its successor and/or assigns, together with Paragraph 6(e) of the Existing Nominee Agreement, as of the date of this Partial Termination, the HDFC is conveying by that certain Bargain and Sale Deed all of the bar record title, right, title and interests in Retail Condo Unit to Retail Company.

WHEREAS, on and after the Effective Date of this Partial Termination, (1) the Retail Condo Unit (as set forth in **Appendix B**) shall be released from encumbrance, rights and obligations of the Existing Nominee Agreement and shall terminate as to all references, rights, obligations with respect to the Retail Condo Unit, and further (2) the defined term "Project" in the Existing Nominee shall hereinafter solely refer to the Residential Condo Unit (i.e. Block 4434, Lots [XXXX] and [XXXX]) and its appurtenant interests (as set forth in **Appendix C**).

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows as of the Effective Date:

1. The Existing Nominee Agreement, solely with respect to the Retail Condo Unit and all of its appurtenant interests as set forth in the Condominium Documents is hereby canceled and terminate, provided however that the indemnification rights and obligations as set forth in Paragraph 11 of the Existing Nominee Agreement (in favor of HDFC), shall expressly survive this Partial Termination as an obligation on Retail Company.
2. This Partial Termination is governed by the internal laws of the State of New York without regard to conflicts of law principles.
3. This Partial Termination may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Partial Termination of Declaration of Interest and Nominee Agreement as of the date and year first written above.

RETAIL COMPANY:

IUV PHASE 1 OWNER, LLC

By: IUV Phase 1 JV, LLC, its sole member

By: Innovative Urban Living, LLC, its co-designated member

By: GO UCL, LLC, its managing member

By: DLP 2019, LLC, its managing member

By: _____

Name: David L. Pickett
Title: Manager

RESIDENTIAL COMPANY:

IUV PHASE 1 DIHTC OWNER, LLC

By: IUV Phase 1 MM, LLC, its managing member

By: IUV Phase 1 JV, LLC, its managing member

By: Innovative Urban Living, LLC, its co-designated member

By: GO UCL, LLC, its managing member

By: DLP 2019, LLC, its managing member

By: _____

Name: David L. Pickett
Title: Manager

HDFC:

IUV PHASE 1A HOUSING DEVELOPMENT FUND CORPORATION

By: _____

Name: Reverend A. R. Bernard
Title: President

[Partial Termination of Declaration of Interest and Nominee Agreement]

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

On the ____ day of _____ in the year 202[] before me, the undersigned, a Notary public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/this executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

On the ____ day of _____ in the year 202[] before me, the undersigned, a Notary public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/this executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

APPENDIX A – TO FORM

Legal Description of Property

[TO BE ADDED FORM FULL DESCRIPTION OF LAND AND CONDOMINIUM REGIME]

APPENDIX B – TO FORM

Legal Description of Retail Condo Unit released from Existing Nominee Agreement as of
Effective Date

[NOTE TO FORM: ADD LEGAL DESCRIPTION OF RETAIL CONDO UNIT]

APPENDIX C – TO FORM

Legal Description of Residential Condo Unit remaining under the Existing Nominee Agreement

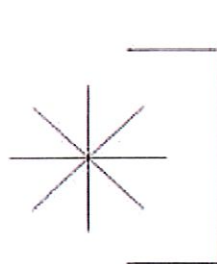
[NOTE TO FORM: ADD LEGAL DESCRIPTION OF RESIDENTIAL CONDO UNIT]

[END OF FORMS - REMAINDER INTENTIONALLY BLANK]

EXHIBIT F

(Filled out by Applicant)	APPLICATION for STREET NUMBER(S)**	Sanborn Atlas Information
BLOCK 4434	OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN TOPOGRAPHICAL BUREAU - STREET NUMBER DIVISION 209 JORALEMON STREET BROOKLYN, NY 11201 T: (718) 802-3919 E: Topoappta@brooklynbp.nyc.gov	VOL. 17
LOT 10		PAGE 86

Topo Site/Plot Plan



NOT ACCORDING TO CITY MAP

PENNSYLVANIA AVENUE
290.91 1160 1162 # # #

FATLANDS AVENUE
235.32 #12098

1142 1144

1160 1162 1164 1166 1168

INNOVATION WAY
EAST (PROPOSED)

21 19 15 13 9

1164 10 8

20

235.32

INSPIRATION LANE (PROPOSED)

290.91

THE HOUSE NUMBER(S) ASSIGNED MUST BE DISPLAYED
CHAP. 8 SECT. 3-505 ADMIN. CODE; CITY OF NY

PRESIDENT, BOROUGH OF BROOKLYN
TOPOGRAPHICAL BUREAU
NEW BUILDING(S)
NUMBER(S)OFFICIAL HOUSE NUMBERS
SHOWN IN REDREQUESTED ADDITIONAL
HOUSE NUMBER(S)

APPLICANTS NAME: <u>Peter Natapov</u> COMPANY: <u>JM Zoning LLC</u> ADDRESS: <u>225 Broadway, Suite 1300</u> <u>New York, NY 10007</u> PHONE NO.: <u>91-472-9816</u>	FILLED OUT BY TOPO STAFF ASSIGNED BY: <u>[Signature]</u> REVIEWED BY: <u>8/8/2023</u>	DATE JUN 12 2023 (Dated by Topo Dept.)
FILLED OUT BY TOPO STAFF Application submitted by: <input checked="" type="checkbox"/> DROP OFF <input type="checkbox"/> MAIL IN		
		Taken by: <u>[Signature]</u>

**New Building - Existing Lot**

(Must be accompanied by Topo TF-2 & DOB: PD-1 applications signed by PE or RA)

**New Subdivision/Consolidation/Reconfiguration**(Must be accompanied by Topo TF-2 & DOB: PD-1 applications signed by PE or RA) --
PLUS a copy of a signed Tentative Lot/RP602 form from DOF)**Demolition**

(Must be accompanied by Topo TF-2 & DOB: PD-1 applications signed by PE or RA)

**Alteration of Existing Structure or Certificate of Occupancy**

(Must be accompanied by Topo TF-2 & DOB: PD-1 applications signed by PE or RA)

**Existing Structure - Application for ☐ new, ☐ additional or ☐ verification of address**

(If no DOB work, copy of the deed and Schedule A can replace PD1 requirement)

INSTRUCTIONS TO APPLICANT

1. Check PURPOSE OF APPLICATION above.
2. Attach appropriate documentation as required.
3. NO RED INK/PENCIL ON TOPO OR DOB FORMS
4. Complete ground/1st floor plan including the following:
 - north arrow
 - all street names
 - dimensions of tax lot
 - distance to nearest corner
 - footprint of building and location of entrance ▲

APPLICANT COMMENT/ REQUEST

Private Streets are being proposed with

some house numbers requested along

new private streets - This is a single bldg

with two segments connected in the cellar

22 Addresses

NOTE: APPLICATIONS FOR SITES WITH A LOT SIZE GREATER THAN 5,000 SQUARE FEET MUST INCLUDE GROUND OR FIRST FLOOR PLANS (No bigger than 11x17). PLANS ARE ALSO REQUIRED FOR ANY LOT IN WHICH ADDITIONAL ADDRESSES ARE REQUESTED OR AN ENTRANCE DISCREPANCY. PLANS MUST HAVE ORIGINAL STAMP AND SIGNATURE OF A NEW YORK STATE PROFESSIONAL ENGINEER (P.E.) OR REGISTERED ARCHITECT (R.A.)

** \$100 fee per house number/per application set

(Bank Certified Checks/Money Orders payable to Brooklyn Borough President's Office, Credit/Debit Cards)

TOPOGRAPHICAL BUREAU - STREET NUMBER DIVISION

APPLICATION for STREET NUMBER(S)
OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN
TOPOGRAPHICAL BUREAU - ROOM 340
209 JORALEMON STREET BROOKLYN, NY 11201
T: (718) 802-3919 E: Topoappts@brooklynbp.nyc.gov

1 Contact Information for Pick Up – MUST BE FILLED OUT COMPLETELY

Name of Representative dropping off application(s) (please print):

Andrew Day

Business Name: JM Zoning LLC

Business Address: 225 Broadway, Suite 1300

City: New York

State: NY

Zip: 10007

Business Telephone: 212-964-4464

Cell Number:

EMAIL (for Pick Up notification): ADAY@JMZONING.COM

2 Location Information

House Number: 12096

Street Name: Flatlands Avenue

Borough: Brooklyn

Block: 4434

Lot: 10

CBNo.: 305

BIN: 3429555

DOB Job Number: B00851-722-11

Apt/Condo No(s):

Work on Floor(s): Cellar, 1-15, Roof

3 Applicant Information: Required for all applications filing with DOB

Last Name: Glas

First Name: Gloria

Choose one: ☐ P.E. ☒ R.A.

License Number: 020204

Business Name: SLCE Architects

Email Address: GGlas@SLCEArch.com

Business Telephone: 212-979-8400

Cell Number:

Business Address: 1359 Broadway, 14th Floor

City: New York

State: NY

Zip: 10018

4 Filing Representative: Those filing with TOPO on behalf of applicant/owner

Last Name: Natapov First Name: Peter
Business Name: JM Zonign LLC
Registration Number: 001185
Email Address: ~~Peter@JMZoning.com~~ ADAY@JMZONING.COM
Business Telephone: 917-472-9816 Cell Number: _____
Business Address: 225 Broadway, Suite 1300
City: New York State: NY Zip: 10007

5 Job/Project Type: Required for all applications. Choose one.

Check off the type of work that is being completed below:

☒ New Building ☐ Alteration filing ☐ Subdivision/Merger (Tentative RP602 form required)
☐ Demolition ☐ Superseding Applicant ☐ Other (explain): _____

The following must be included in your application based on the kind of work being done:

☐ Topo application Form (TF-1)
☐ Topo job information form (TF-2)
☐ DOB PD-1 form

☐ Deed & Schedule A (as described in TF-1)
☐ Notarized letter from owner (Required for apps. w/o DOB filings)

Note: Only the Owner can apply for addresses, if owner cannot attend and there are no DOB filings involved, a notarized letter giving permission to apply on their behalf must be submitted.

☐ 1st floor plans (as described in #4 on TF-1)
☐ Pictures of each street side of location (for existing buildings w/o plans)
☐ Survey (if applicable or requested by Topo Staff)

☐ DOF - RP602 form (Required for lots in a merger/subdivision)
☐ A Street Number application for all new or affected lots listed on RP602.

Note: Every tax lot listed in the "new lot(s)" or "affected lot(s)" area at the bottom, must apply for address assignment or verification. We must have all applications to move forward with any application. If your team is not working on that lot, please coordinate with the owner to have those other applications submitted.

☐ \$100 per entrance/per application set

6 Job Description

CONSTRUCT NEW FIFTEEN (15) STORY MIXED USE BUILDING AS PER PLANS FILED

7 Tax Lot Characteristics

Original Tax Lots being merged or reapportioned (if applicable)

Tentative Tax Lot Numbers (new tax lots only)

8 Comments

9 Property Owner Information

Owner Type: ☐ Tenant/Shareholder ☐ Individual ☒ Partnership/ Corporation ☐ Condo/Co-Op
☐ NYCHA/HHC/SCA ☐ NYC Agency ☐ Other Government Agency

Name (please print): David Picket

Relationship to owner: Authorized Signatory

Business Name/Agency: IUV PHASE 1 OWNER LLC

Street Address: 432 Park Avenue South

City: New York

State: NY Zip: 10016

Telephone: 212-716-2540

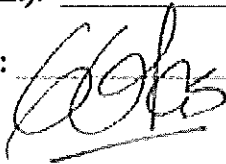
Email: IUVPHASE1A@GOTHAMORG.COM

10 | Applicant's Statement and Signature

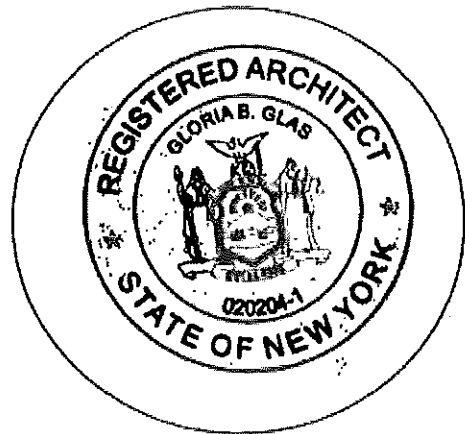
I hereby certify that I prepared or supervised the preparation of the documents submitted herewith and that the information indicated in this document is true and accurate to the best of my knowledge. I acknowledge that all street numbers are assigned based on the building's entrance location and that the Topographical Bureau will assign addresses to new buildings or buildings with new entrances as appropriately as possible. I understand that if I am found after to have falsified any information provided or forged/erased any assignment the Topographical Bureau has given, I will be barred from filing with the Bureau in the future.

Name (print): Gloria Glas

Sign/Date:



05-09-23



[P.E./ R.A. applicants apply seal then sign & date]

11 | INSTRUCTIONS TO APPLICANT

ADDITIONAL ADDRESSES:

All residential, commercial, retail, community facility, office and ambulatory facility entrances must apply for their own address at time of submittal.

PLAN REQUIREMENTS:

Applications with a frontage on a street greater than 50 ft OR with a lot size greater than 5,000 sq. ft. must include a 1-page 1st floor plan with a site/plot plan overlay, no bigger than 11 x17

PLANS WILL ALSO BE REQUIRED FOR ANY LOT IN WHICH ADDITIONAL ADDRESSES ARE REQUESTED OR IF THERE IS A DISCREPANCY OF WHERE AN ENTRANCE IS LOCATED.

Plans must include the following:

- No red ink
- north arrow
- all street names
- depiction of full tax lot (not just building)
- dimensions of tax lot(s)
- distance to nearest corner
- distance to the main entrance
- footprint of building
- location of entrances/doors
- Seal of Registered Architect or Engineer

**APPLICATION FOR APPORTIONMENTS OR MERGERS**

Instructions: Please complete this application and submit in person to: **Department of Finance, Property Division - Tax Map Office, 88 John Street, 2nd floor, New York, NY 10038.** Please read the instructions for further details before completing this form. Print clearly.

SECTION A: PROPERTY INFORMATIONBorough: BrooklynBlock: 4430 / 4434Present Lot(s): 1 / 1

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

☐ Merger☒ Apportionment

Number of

Lots Requested 2Lot Number: 1 / 1☐ Air☐ SubterraneanLot(s) Usage:
(check one)☐ Residential
Building Gross
Sq/Ft: _____☐ Commercial
Building Gross
Sq/Ft: _____☒ Mix (Residential & Commercial)
Building Gross
Sq/Ft: 584,943 sf

(Existing 90,000sf + Proposed 494,943sf)

Property

1. Owner's Name (as per Deed): _____

OR

Company Name: Christian Cultural Center, Inc.

Property

2. Address: _____

12074 Flatlands AvenueBrooklynNY11207

NUMBER AND STREET

CITY

STATE

ZIP CODE

3. Filing Representative (if applicable): Frank Deleon, Milrose Consultants, LLC; teamnyu@milrose.com**SECTION B: CERTIFICATION**

1. Architect/Engineer/Applicant's Name: _____

Glas
LAST NAMEGloria
FIRST NAME

2. Address: _____

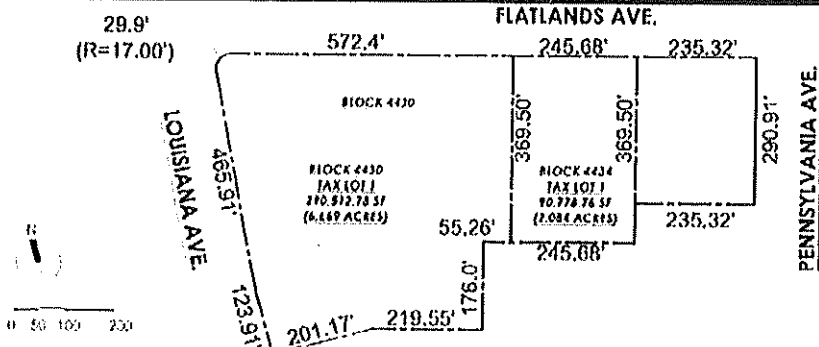
1359 Broadway
NUMBER AND STREETNew York
CITYNY
STATE10018
ZIP CODE3. Telephone Number: 212-979-84004. Email Address: gglas@slcearch.com

The applicant hereby certifies that, in making this application for merger/apportionment, she is the owner, or acting under the direction of the owner.

Signature of Architect/ Engineer/Applicant: GGGDate: 01 / 19 / 23

TAX MAP CHANGE WILL NOT BE MADE UNTIL PRESENTATION OF REQUIRED DOCUMENTS (see reverse for the required documents)

DRAW SKETCH TO SCALE: 1" = 50', IF POSSIBLE INDICATE NORTH ARROW



(Architect or Engineer's seal)

Tentative Lot(s) issued: _____

Customer Service Representative: James WhiteDate: 2 / 1 / 23

New Lot(s): _____

Lot(s) Affected: 1 / 1

Lot(s) Dropped: _____

Please note: Map changes will not be made until presentation of all required documents is reviewed and approved by the Specialist. Lots are tentative until final approval is received from the Tax Map Office.

Map Updated: _____

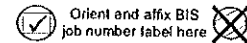
Tax Map Specialist: _____

Date: / /



PD-1: Plot Diagram
Must be typewritten.

DOB APP #: B00851722



1 Location Information

House No(s) 12096

Street Name FLATLANDS AVENUE

Borough BROOKLYN

Block 04434

Lot 0010

BIN 3429555

C.B. No. 305

2 Plot Diagram of Zoning Lot

Plot Diagram must show the correct street lines from the City Plan; the plot to be built upon in relation to the street lines and the portion of the lot to be occupied by the building; the legal grades and the existing grades, properly identified, of streets at nearest point from the proposed buildings in each direction; the House Numbers and the Block and Lot Numbers. Indicate dimensions of total tax lots.

SEE ATTACHED DIAGRAM



JUN 12 2023
NORTH ARROW

3 Description of Land and Premises The zoning lot on which the premises is located is bounded as follows:

BEGINNING at the point on the	WEST	side of	PENNSYLVANIA AVE	distant	0 feet
SOUTH	of the corner formed by the intersection of	FLATLANDS AVENUE	and	PENNSYLVANIA AVE	
running thence	South 290.91 feet; thence	West 235.32 feet; thence	South 78.59 feet; thence	west 300.94 feet;	
thence	South 176.00 feet; thence	West 219.55 feet; thence	SW 201.17 feet; thence	North 123.92 feet;	
thence	North 465.91 feet; thence	East 1053.39 feet; thence	feet; thence	feet;	
thence	feet; thence	feet; thence	feet; thence	feet;	
thence	feet; thence	feet; thence	feet;	to the point of beginning.	

4 Applicant's Statement and Signature

Falsification of any statement is a misdemeanor under § 28-203.1, Item 1, and 28-11.1 of the NYC Administrative Code and is punishable by a fine or imprisonment, or both. It is unlawful to give to a city employee, or for a city employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

Applicant Name GLORIA GLAS

Signature

Date 06-09-23

PD-1 Attachment



DRAWING TITLE: 1st Floor Plans - Proposed Street Names			PROJECT NAME: IUV / CCC - Phase 1A 12096 FLATLANDS AVENUE BROOKLYN, NY			SK NO.: SK-003A
SLCE Architects 135E 73RD ST, NYC 11230, BROX, NY 10019			PROJECT NUMBER: 2022-18	FILE LOCATION: CONSTR/SKS	DATE: 06/09/23	SCALE: 1/32" = 1'-0"
REF:						A-003

BLOCK No. 4434
LOT No.(S) 10

NEW BUILDING(S)
NUMBER(S)

REQUESTED ADDITIONAL
HOUSE NUMBER(S)

OFFICIAL HOUSE NUMBERS
SHOWN IN RED

PRESIDENT, BOROUGH OF BROOKLYN
TOPOGRAPHICAL BUREAU

NOT ACCORDING
TO CITY MAP

f. Kello 8/8/2023
JUN 12 2023

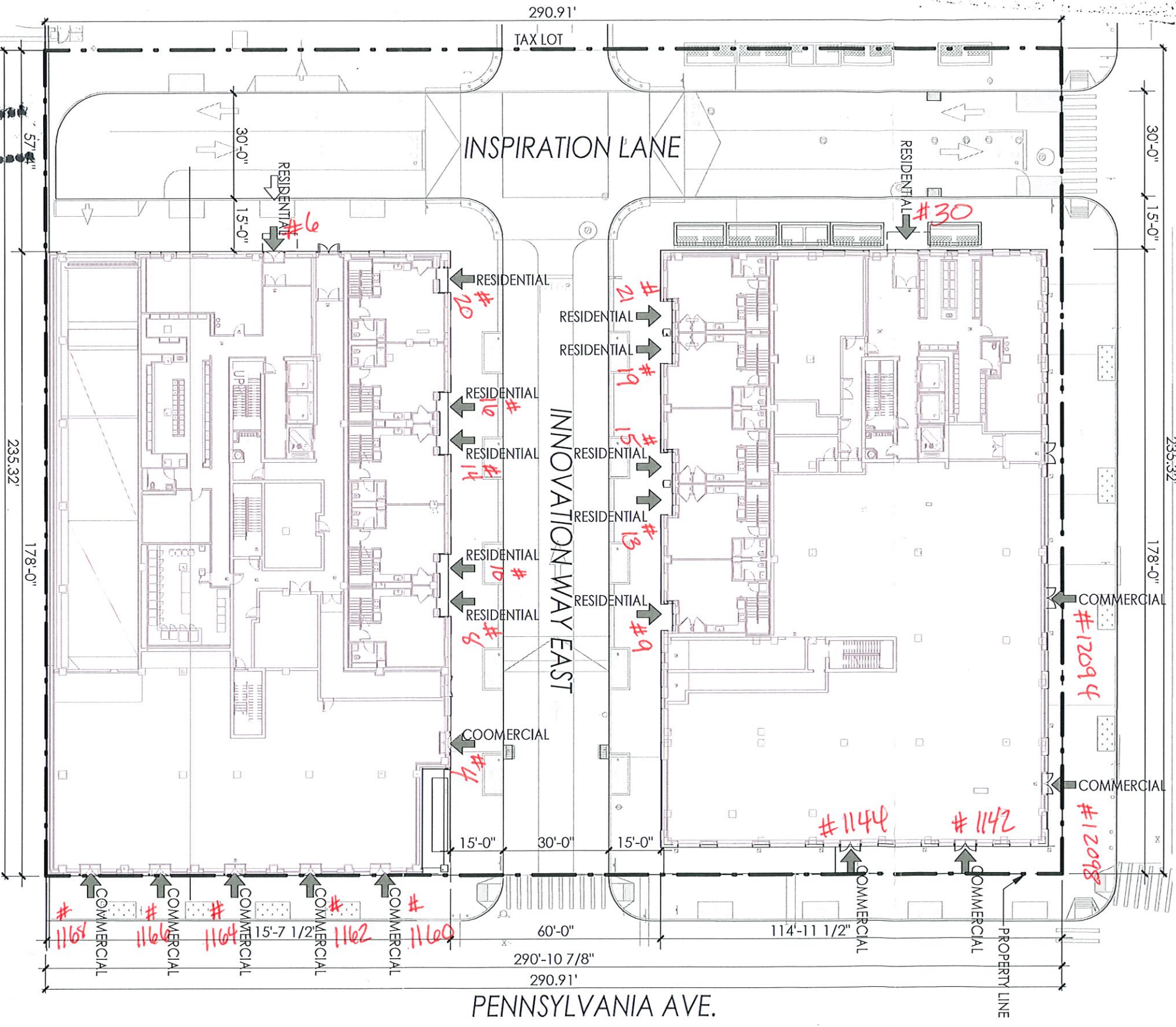


EXHIBIT G

WRITTEN CONSENT

The undersigned, GO UCL LLC, the Managing Member of Innovative Urban Living, LLC, does hereby certify as follows:

1. Innovative Urban Living, LLC is the prospective volunteer for the Brownfield Cleanup Program ("Volunteer"), which entity intends to perform investigation and remediation work on a portion of 12120 Flatlands Avenue, Brooklyn, New York 11207, Brooklyn Block 4434 Lot 1 (the "Site"). Final subdivision approval is pending, which will result in the Site being known as Block 4434 Lot 10.
2. The following person, David L. Pickett, the Authorized Representative of GO UCL LLC, which is the Managing Member of the Volunteer, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of the Volunteer, including but not limited to the BCP Application, the Brownfield Cleanup Agreement ("BCA"), Applications to Amend the BCA, Change of Use Notifications, Certificate of Completion, and if required, an Environmental Easement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 19th day of November, 2018.

GO UCL LLC


By: Bryan Kelly

Authorized Representative of GO UCL LLC
Managing Member of Innovative Urban Living, LLC

WRITTEN CONSENT

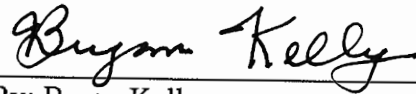
The undersigned, being an Authorized Representative of IUV Phase 1 LIHTC Owner LLC, does hereby certify as follows:

1. IUV Phase 1 LIHTC Owner LLC, is the prospective volunteer to be added to the existing Brownfield Cleanup Program ("BCP") Agreement ("BCA") Index No. C224290-04-1 9 for real property located at 12096 Flatlands Avenue Brooklyn, New York 11207 (Brooklyn Block 4434 Lot 10) and which is known as the 12096 Flatlands Avenue BCP Site No. C224290, (the "BCP Site")

2. The following person, David L. Pickett, the Authorized Representative of IUV Phase 1 LIHTC Owner LLC has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of prospective BCP Site Volunteer IUV Phase 1 LIHTC Owner LLC, including but not limited to the BCA, Applications to Amend the BCA, Change of Use Notifications, the Certificate of Completion, and if required an Environmental Easement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 20th day of February, 2023.

IUV Phase 1 LIHTC Owner LLC

A handwritten signature in cursive script, reading "Bryan Kelly", written in black ink over a horizontal line.

By: Bryan Kelly

Authorized Representative

WRITTEN CONSENT

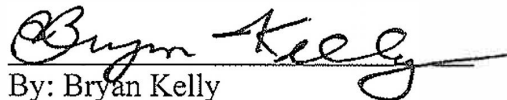
The undersigned, being an Authorized Representative of IUV Phase I Owner, LLC, the beneficial owner of the BCA Site described below, does hereby certify as follows:

1. IUV Phase I Owner, LLC, is a prospective volunteer to be added to the existing Brownfield Cleanup Program ("BCP") Agreement ("BCA") Index No. C224290-04-19 for real property located at 12096 Flatlands Avenue Brooklyn, New York 11207 (Brooklyn Block 4434 Lot 10) and which is known as the 12096 Flatlands Avenue BCP Site No. C224290, (the "BCP Site").

2. The following person, David L Pickett, the Authorized Representative of IUV Phase I Owner, LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of prospective BCP Site Volunteer IUV Phase I Owner, LLC, including but not limited to the BCA, Applications to Amend the BCA, Change of Use Notifications, Certificate of Completion, and if required, an Environmental Easement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 15th day of August 2023.

IUV Phase I Owner, LLC

A handwritten signature in black ink, appearing to read "Bryan Kelly", with a long horizontal flourish extending to the right.

By: Bryan Kelly

Authorized Representative of IUV Phase 1 Owner, LLC

**60-Day Advance Notification of Site Change of Use, Transfer of
Certificate of Completion, and/or Ownership**

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation, 625 Broadway
Albany NY 12233-7020

I. Site Name: 12096 Flatlands Avenue **DEC Site ID No.** C224290

II. Contact Information of Person Submitting Notification:

Name: Linda R. Shaw, Esq., Knauf Shaw LLP
Address1: 2600 Innovation Square, 100 S. Clinton Ave
Address2: Rochester, New York 14604
Phone: (585) 546-8430 E-mail: lshaw@nyenvlaw.com

III. Type of Change and Date: Indicate the Type of Change(s) (check all that apply):

- ☒ Change in Ownership or Change in Remedial Party(ies)
☐ Transfer of Certificate of Completion (CoC)
☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): 3/27/2024

IV. Description: Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

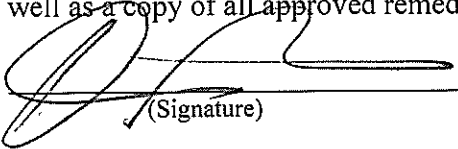
On 3/27/2024, Christian Cultural Center, Inc. transferred fee title of the BCP Site to Urban Living Alternatives, LLC, by deed recorded 4/1/2024. Immediately thereafter, Urban Living Alternatives, LLC transferred the title of the BCP Site to IUUV Phase 1A Housing Development Fund Corporation as nominee for Volunteers IUUV Phase 1 Owner, LLC (renamed IUUV Phase 1 Owner, LLC) and UV Phase 1 LIHTC Owner LLC (renamed IUUV Phase 1 LIHTC Owner, LLC). Also on 4/1/2024, a Declaration of Interest and

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

Nominee Agreement between IUUV Phase 1A Housing Development Fund Corporation, IUUV Phase 1 Owner, LLC and IUUV Phase 1 LIHTC Owner, LLC was recorded. Therefore, IUUV Phase 1A Housing Development Fund Corporation is the title owner of the Site and current renamed Volunteers, IUUV Phase 1 Owner, LLC and IUUV Phase 1 LIHTC Owner, LLC are the beneficial owners of the Site. Please note that a BCA Amendment Application was submitted to the DEC 2/21/2024, giving the DEC notice of the change in owner.

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name:  5/22/2024
(Signature) (Date)
David L. Picket, Authorized Signatory
(Print Name)

Address1: Innovative Urban Living, LLC, IUV Phase 1 LIHTC Owner, LLC and IUV Phase 1 Owner, LLC
Address2: 432 Park Avenue South, 2nd Floor, New York, New York 10016
Phone: (212) 599-0520 E-mail: smaleh@gothamorg.com

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: IUV Phase 1A Housing Development Fund Corporation (Title Owner), Jim Halek
Address1: c/o Christian Cultural Center, Inc. 12020 Flatlands Avenue
Address2: Brooklyn, New York 11207
Phone: (718) 306-1000 E-mail: jhalek@integritydevelopment.com

Certifying Party Name: David L. Picket
Address1: Innovative Urban Living, LLC, IUV Phase 1 LIHTC Owner, LLC and IUV Phase 1 Owner, LLC
Address2: 432 Park Avenue South, 2nd Floor, New York, New York 10016
Phone: (212) 599-0520 E-mail: smaleh@gothamorg.com

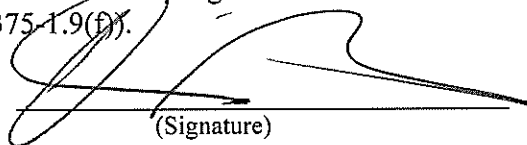
VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name:


(Signature)

5/22/2024

(Date)

David L. Pickett, Authorized Signatory

(Print Name)

Address1: Innovative Urban Living, LLC, IUV Phase 1 LIHTC Owner, LLC and IUV Phase 1 Owner, LLC

Address2: 432 Park Avenue South, 2nd Floor, New York, New York 10016

Phone: (212) 599-0520 E-mail: smaleh@gothamorg.com

Continuation Sheet

☒ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: IUV Phase 1 LIHTC Owner, LLC (Beneficial Owner), Simeon Maleh
Address1: 432 Park Avenue South, 2nd Floor
Address2: New York, New York 10016
Phone: (212) 599-0520 E-mail: smaleh@gothamorg.com

☒ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: IUV Phase 1 Owner, LLC (Beneficial Owner), Simeon Maleh
Address1: 432 Park Avenue South, 2nd Floor
Address2: New York, New York 10016
Phone: (212) 599-0520 E-mail: smaleh@gothamorg.com

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____